

THE
D E F E N C E
OF

WARREN HASTINGS, Esq.

(Late GOVERNOR GENERAL of BENGAL,)

AT THE BAR OF THE
HOUSE OF COMMONS,

Upon the Matter of the several Charges of High
Crimes and Misdemeanors, presented against him in
the Year 1786.

L O N D O N:

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The MINUTES of what was offered by WARREN HASTINGS, Esquire, late Governor General of Bengal, at the Bar of the House of Commons, upon the Matter of the several Charges of High Crimes and Misdemeanors, presented against him in the Year 1786.

I N T R O D U C T I O N.

BEFORE I enter upon my general Defence, I humbly solicit the indulgence of this honourable House, to be permitted to preface it with a few necessary observations relative to the circumstances which have progressively conspired to make me an object of the present enquiry. In the first place, I beg leave to remark, that I am here by no obtrusion of my own. I have too humble a sense of my own consequence, to consider either my reputation, honour, fortune, or life, or all these interests collectively, as having any claim to the smallest portion of the valuable time of this House, on any ground, however just in itself, which has these only for its object. I have been brought before the notice of this honourable House by the acts of others, independent of my will or desire; and all the participation which I have in it, is in the request made by a Member of this House on my behalf, and at my suggestion, that since it was determined that my conduct was to be arraigned before this Honourable House, my arraignment might be speedy, and that I might have the time and means afforded me to provide the materials

rials for my defence : for after having been, during a course of five years, the continued subject of the same criminations, and from the same quarter, with the name of the Almighty solemnly invoked to attest the pledge given to this House, that the most undoubted proofs should be produced to authenticate them—I allude, Mr. Speaker, to no declarations made in this House, but to publications out of it—I may surely be allowed, even with a consciousness of the purest integrity, to wish for a speedy accomplishment of a menace thus made, and for such professed purposes; and that it might not hang the denunciations of parliamentary vengeance over my head for ever.

Of the first effects of this injury I have a right to complain; for in these the injury affected the public alone; through their interests committed to my charge. During a long and desperate struggle, with an accumulation of difficulties, and a host of natural enemies combined against our national possessions in India, when I required all the support and confidence of my superiors in the parent State to give effect to my exertions, all my actions were reprobated at home, and my name linked to the foulest invective, even in places of the highest authority; and every dispatch from England brought orders opposing my measures in their course, and the sentences of my disgrace and dismissal. Yet these caused no alteration in my conduct, or relaxation of my zeal for a service in which my labours had met so ill a requital, except from my respectable Constituents, in whose applause alone I received a consolation under all my discouragements. I steadily pursued that line which my sense of duty had prescribed; and sometimes availing myself of the transitory moments of power which the hand of God afforded me, at others using the resistance which the influence of possession or opinion enabled me to make, or the caution of opposition permitted; or endeavouring to temper its violence by qualified submission, where the means of resistance failed me; never possessing the allowance of authority, but always charged with responsibility; I persisted in the formation and pro-

prosecution of every measure, which the emergency of the service rendered necessary in my judgment, and had the conscious triumph of seeing them all invariably terminate in their designed objects: Nor did I resign my charge, until I had fulfilled every duty which required my continuance in it; and I resigned it in a state of established peace and security, with all the sources of its abundance unimpaired, and even improved, notwithstanding the vast drains which were made of its treasures, and the multiplied diversions of its strength, in the support of the dependant and remote possessions of the Company, and in the maintenance of their wars, and of wars in which the Company were involved by the policy of Great Britain. I parted from the scene of my public life with the expressed regrets of my fellow servants and countrymen; which were followed by a like declaration from all the officers of the army who had served during my administration; and on my return to my own country, I was received by the Court of Directors, my immediate masters, with their thanks; and I gratefully remember the Chairman's emphatical pause on the epithet which was joined to them, their *Unanimous Thanks*, for my services; with a notification of those which had been some time before bestowed on me by the votes of the Proprietors, my honoured employers, which were not the less acceptable for their consistency with the uniform tenor of their sentiments and conduct respecting me through the whole course of my administration. If this Honourable House is desirous of knowing in what estimation I stood with the Princes and Rulers of India, and with the subjects of our own dominion, the opinions of both may be easily obtained, by enquiry of the witnesses whom my Prosecutor has called to establish his Charges against me: And I will anticipate their evidence—It will state, that my political conduct was invariably regulated by truth, justice, and good faith; that all persuasions of men were impressed with a superstitious belief that a fortunate influence directed all my actions to their destined ends; and that my departure was

7

scarcely

scarcely less regretted by the inhabitants of the provinces of my late dependency, than it was by my own countrymen. I believe this Honourable House is in possession of one testimony of the former, in the letters which Mahdajee Sindia wrote to His Most Gracious Majesty, and to the Company. These were written many months after my departure, and contain much more of my praise than his own wants or requisitions, unless the former is inserted as an implication of his desire that others may be instructed to govern themselves by my example:—And who will question such an authority?

With such testimonies in my favour, and with the internal applause of my own mind superseding all evidence, what was my surprize to find, on my arrival in England, that my character still continued to be assailed with the bitterest calumnies and invectives, and a formal notice given before the close of the last Session of Parliament to this Honourable House, that I should be arraigned as a criminal before it on the opening of the present?

I am since told that no such intention existed; and that my own intemperance, and the zeal of my friends, has forced my accuser to verify his own declaration.

I have no right to credit such an assertion, nor will I believe, new and unpractised as I am in the modes of life in which I am now become a participator (and I have learnt by it to know more things than were dreamt of in my philosophy) that so daring an imposition could be either practised upon this high and dignified Assembly, or permitted by it. Though I might have thought myself entitled by my services to a different reception, and my body and mind, worn down by the labours of thirty-five years, to an interval of repose; and though I might erroneously imagine that no power upon earth had a right to impeach me for the exercise of a trust which those for whom I held it had repeatedly declared, and in the most authentic terms, that I had discharged to their benefit and entire satisfaction; yet I was glad to see some
sub-

substantial ground on which I could build my hopes of a speedy trial and definite termination. There too my expectation failed me. The prosecution began, not as is the universal practice of every system of jurisprudence established either in this or any other civilized nation, by the introduction of specific charges, and the examination of witnesses to prove them: For the latter indeed there was little need, since my Accuser had long before asserted, that he was in the actual possession of proofs, and of such proofs as were to fill the breasts of this Honourable Assembly with horror. Why therefore aggravate them with new proofs? But witnesses were ordered to attend, and reams of official documents demanded, produced, and printed: Additions were daily made to these during the course of many weeks; and the eyes of the world were fixed upon me as a man blackened by the imputation of some unknown guilt, which was the blacker for its concealment. No grounds were alleged for the accumulation of such a mass of evidence against me; no specific objects to which it was to be applied; nor was it known to this Hon. House, perhaps not even to that Member of the House who had required these materials, what the Charges were to be, which he was to establish by them.

At length I heard that a day was fixed for the production of the Charges; but here too I experienced a fresh cause of disappointment and mortification. Three weeks were assigned for the term of their appearance; and when that term expired, this Honourable House knows (for I may not perhaps affirm what I have heard) whether even then any of the Charges were presented, and whether, when they were presented, they were optionally given.

In all this long and painful interval I myself, though the object of the enquiry, remained in total inaction, a mere spectator of the passing scene; for I knew not, nor could I know, what defence to prepare, not knowing what Charges were to require my defence. And when they were produced, I was told that I could not be admitted to my defence, because, by the rules of the

the House, I could not know the Charges exhibited against me, nor that any had been exhibited; nor indeed were all exhibited at the same time, but followed tardily, and the three last (if indeed these are the last) not till last Wednesday. But though it might be informal in me to know the Charges, the public are certainly in possession of all but the three last, for they have been printed and publicly sold, and purchasers invited, by an advertisement made in all the public Papers, which stated them "Articles of Charge of High Crimes and Misdemeanors" against me by name, and the name of my accuser inserted by a construction marking him not as the Presenter of the Charge, but as the Publisher of it. How much my reputation must have suffered in the opinion of all mankind from this publication; how severely my feelings must have been wounded by so unfair and iniquitous an appeal to their judgment, while the Charge itself, loaded as it was with crimination against me, yet waited its slow term of maturity for the examination of it before its allotted Judges, I leave to the decision of every Member of this Honourable House, who will bring the question home to his own judgment and his own passions, by supposing that case to be his own which I have described as mine.

Nor is this the only injury of the kind that I have suffered. Every Daily Paper has teemed with reflections upon me; and Pamphlets, filled with the most scandalous and libellous abuse, have been written on various subjects of the Charge, to influence the prejudices of the public against me; and it has been boasted that they have produced the effect.

Pressed by the load of slander thus heaped upon me, I resolved to try the only resource which afforded me a chance of redress; and, in opposition to many and weighty discouragements, I threw myself upon the justice of this Honourable House, and petitioned to be allowed to make my defence in person,—and I succeeded. Whether I owe this indulgence to your goodness, or your justice, I accept it with equal gratitude.

Of the discouragements to which I allude, I shall mention but Two Points; and these it is incumbent on me to mention, because they relate to effects which the justice of this Honourable House may, and I trust will, avert. The first is an objection to my being at all personally committed in my defence, since, in so wide a field of discussion, it would be impossible not to admit some things of which an advantage might be taken, to turn them into evidence against myself: whereas another might as well use as I could, or better, the same materials of my Defence, without involving me in the same consequences. But I am sure that this Honourable House will yield me its protection against the cavils of unwarranted inference; and, if the *truth* can tend to convict me, I am content to be *myself* the channel to convey it.

The other objection lay in my own breast. It was not till Monday last that I formed the resolution; and I knew not then, whether I might not in consequence be laid under the obligation of preparing and completing in five days (and in effect so it has proved) the refutation of charges which it has been the labour of my accuser, armed with all the powers of Parliament, and at one time greater, to compile during as many years of almost undisturbed leisure. But I knew myself equal to the undertaking; and I now only revert to my difficulties, that the consideration of them may bespeak the candid allowance of this Honourable House for any inaccuracies, or for any thing defective which may appear in my Defence: but I claim no other indulgence on this account.

It might perhaps be expected, that I should object to the construction of the articles of which the Charge is composed; for, in truth, they are not charges, but histories and comments. But they are yet more: they are made up of mutilated quotations;—of facts which have no mutual relation, but are forced by false arrangement into connection;—of principles of pernicious policy and false morality;—assertions of guilt without proof, or the attempt to prove them;—interpretations of secret motives and designs which passed

within my own breast, and which none but myself could know;—actions of others imputed to me, in which I had no concern, or which passed in opposition to me; and epithets and invectives affixed to acts ascribed to me, equally to those which in the construction are bad, as to those which are indifferent, or even meritorious.

These are artifices by which the most wary judgment might be surprized, that had nothing before it to repel their effects, but which on the touch of truth disappear, and leave, not merely the conviction of their own fallacy, but the strong internal presumption that the charges themselves were formed under the conviction of their want of foundation; and as far as my feelings as a man will allow me to consider them in that tendency only, I am glad that they wear the form which they do wear.

With respect to the general subject of the charge, I must beg leave to observe to this Honourable House, that it has been composed from a laboured scrutiny of my whole official life, during a most important and weighty administration of thirteen years, comprehending perhaps a greater variety of interesting events than have fallen to the lot of any man now living: events not brought to the public view by their notoriety alone, but all, the subjects of minute record;—measures proposed, with all their motives and objects distinctly laid down in writing, with their effects displayed by letters and official reports through every process of their operation;—opposed by every objection, and those too written, that the judgment or ingenuity of my colleagues in office, among whom I had always opponents, could devise;—at times weakened, at others suspended, and again resumed with their effect enfeebled; but my own responsibility still attending their issue. Yet all my actions have undergone, and even during the actual progress of them, they underwent, such a severity of investigation, as could suit only a mind possessing in itself an absolute exemption from error. In the present occasion, I am put to a harder Test; for not my actions alone, but my words, and even my imputed thoughts,

as, at the final day of judgment, are wrested into accusation against me. And from whom is this state of perfection exacted? From a man who was separated, while yet but a school-boy, from his native country, and from every advantage of that instruction which might have better qualified him for the high offices, and arduous situations, which it became his lot to fill; and left to form his rule of conduct on his own practice, and the light of such an understanding as it had pleased God to bestow on him.

I pass over the first years of my life.—These no otherwise relate to the present purpose, than as they recommended me successively to the succession of the government of Fort St. George, to the government of Fort William, and virtually to all the appointments which have since followed.

I received the government of Bengal with incumbrances, which might have intimidated a firmer spirit than mine; and I felt the perilous situation in which it placed me.

I found myself the titular head of a numerous, and not always accordant, Council, appointed to manage the affairs of a great state, which yet wore the marks of recent acquisition; but had neither a determinate form nor system, nor any orders or instructions which could enable them to give it either.

I attempted, and with the aids of my colleagues, where I was allowed them, I gave it both form and system; for every office into which it was distributed, to the time of my departure, received its institution during the period of my administration, and all the transactions of it have, except the first two years of the general government, in some part of their progress, received their direction from my guidance.—Yet in every step I had difficulties to surmount, which are unknown to the rulers and ministers of other governments. Besides the conciliation of discordant opinions, and their more frequently confirmed opposition, I had my conduct circumscribed by orders which would apply to few of the cases which occurred, and those orders uncertain in their construction.

I beg leave to extend this reflection. During the long exercise of a charge so constituted, and with such exigencies attending it, how, may I ask, was it possible to keep affairs in one even line, or to avoid contradictions both in measures and expressions? At some times affairs were forced into a direction diametrically opposite to my views, by the power of a majority; sometimes they received their bias, from my being obliged to submit to the opinions of those on whom I depended for support: and, whenever the course of business was thus diverted from the strait line, it was often difficult to bring it back, without some degree of irregularity, of violence, or of general inconsistency.

Where I suffered them to proceed in that devious line, I am charged with pursuing measures which my own opinions have condemned; where I attempted to restore them to their proper channel, I am accused of innovations. Many measures, which it would be now difficult to explain from written documents, were founded on circumstances of such notoriety, that no one could doubt their propriety at the time, and no one ever thought it necessary to record the reasons, or to establish the proofs of facts and events, which were then certain, and universally admitted.

The minister of this empire (if I may compare great things with small) had, in the various emergencies of his administration, the learned Judges of the land, General Officers of the first authority and experience, and the Merchants of the greatest commercial city in the world, to whom he might apply, and whose opinions he might command, on every doubtful question, whether of law, military operation, trade, or finance. — He could not err.

I possessed no such professional aids, but had only my own mind for my resources, and minds as little instructed as my own to assist me, and to be the instruments of my measures.

That this description of my situation may not be imputed to me as the invention of difficulties made up for the occasion, I beg leave to appeal to the following

following Extract of a Letter, which I wrote to the Court of Directors so early as the 11th November, 1773, which was before I knew of the formation of the new system for the government of India:

Paragraph 4. " May I be permitted, in all deference
 " and submission to your commands, to offer it as my
 " opinion, that whatever may have been the conduct
 " of individuals, or even of the collective members
 " of your former administrations, the blame is not so
 " much imputable to them, as to the want of a prin-
 " ciple of government adequate to its substance, and
 " a coercive power to enforce it? The extent of
 " Bengal, and its possible resources, are equal to those
 " of most states in Europe. Its difficulties are greater
 " than those of any; because it wants both an esta-
 " blished form and powers of government; deriving
 " its actual support from the unremitted labour and
 " personal exertion of individuals in power, instead of
 " the vital influence which flows through the channels
 " of a regular constitution, and imperceptibly ani-
 " mates every part of it. Our constitution is no where
 " to be traced, but in ancient charters, which were
 " framed for the jurisdiction of your trading settle-
 " ments, the sales of your exports, and the provision
 " of your annual investment. I need not observe how
 " incompetent these must prove for the government
 " of a great kingdom, and for the preservation of its
 " riches from private violence and embezzlement."

I will content myself with this quotation in this place; though I could wish that the whole letter were attentively perused, as it is strongly expressive of the difficulties and embarrassments of my late situation in India. To what I have said let me add, that in a newly established government many occasions will constantly occur, which can be regulated by no precedent; and even the uncertainty of the constitution, and the unknown limits of the authority belonging to its various branches, will often provoke resistance, and produce events, which never could happen under a government long established, and with its powers clearly defined, and universally understood.

Under

Under such circumstances I humbly apprehend, that since it is not, as I have said, the lot of human nature to be exempt from error, some notorious calamity, affecting the interests of which I had charge, or some well-ascertained ground of corruption, or other moral deviation from my duty, the loss of national reputation, or of substantial property, ought to have appeared, before I became the subject of a parliamentary impeachment. But what losses has the nation sustained through my mismanagement? Have provinces been dismembered from it? Have its armies been defeated in operations of my formation? or war or famine wasted the countries of my jurisdiction?—No: the reverse has been the attendant of my fortune in every stage of it; and so little ground have I afforded, from the notoriety of my character, for such an inquisition into it, that I dare affirm that I stand, even at this hour, (notwithstanding the prejudices excited against me) as high in the estimation of the world, I mean not to confine the assertion to this kingdom alone, as any man of my own rank and pretensions in it.

Yet I mean not to avail myself of this plea. I assert my general claim to the approbation of this Honourable House, and of my Country, for my services; but I neither desire, nor will admit, of their being placed in balance against my faults, if I have faults to stand in opposition to them.

I entreat the House, that each article of the Charge may be distinctly tried, and that they will be pleased to give their sentence upon each.

Answer

Answer to the First Charge.

ROHILLA WAR.

THE first Charge begins by stating, " That the
 " Court of Directors of the East India Company,
 " from a just sense of the danger and odium incident
 " to the extension of their conquests in the East In-
 " dies, and from an experience of the disorders and
 " corrupt practices which intrigues and negotiations
 " to bring about revolutions among the country pow-
 " ers had produced, did positively and repeatedly di-
 " rect their servants in Bengal not to engage in any
 " offensive war whatsoever. That the said Court laid
 " it down as *an invariable maxim, which ought ever to*
 " *be maintained, that they were to avoid taking part in*
 " *the political schemes of any of the country princes ; and*
 " did in particular order and direct that they should
 " not engage with a certain Prince called Shuja al
 " Dowla, Nabob of Owd, and Vizier of the Empire,
 " in any operations beyond certain limits in the said
 " orders specially described."

To this I reply, That it is not true, in the terms
 stated in the Charge, that the Court of Directors did
 " positively" direct their servants in Bengal not to
 engage in any offensive war " whatsoever ;" and
 " that they did in particular order and direct that they
 " should not engage with the Nabob Shuja Dowla in
 " any operation beyond certain "*limits*" in the said
 " orders specially described ;" if by the term "*limits*"
 are

are meant either boundaries of territory, or any restriction of operations relative to the Rohella War, which is the only subject on which such orders can be applicable to the present Charge.

The several letters from the Court of Directors, to which references are made in the margin of this part of the Charge, as documents or evidences of the assertion contained in it, prohibit the government of Bengal "to march any part of their army" for the purpose of "escorting the King to Dehly;" or to engage in any plan of alliance for "establishing a balance of power" among the chiefs of India; or "to take the part of umpires in Hindostan;" with a caution to "avoid taking part in any of the political schemes of any of the country Princes;" or "to assist Shuja Dowla in any ambitious views of his." And the reasons, wherever reasons are assigned, for these prohibitions, are not the *odium* and *corruption* imputable to the contrary practice, but the inutility and expence of offensive military operations, and the uncertainty of their extent and duration.

But neither are the prohibitions stated even in these references as "positive;" for in one place they say, "You will observe, by the whole *tenor* of these dispatches, that our *views* are not to enter into offensive wars in India;" that is to say, such are our general wishes in all cases which will admit of the correspondent practice. And in another letter, which was expressly written upon the general subject, having, and as it appears most justly, expressed their disapprobation of a brigade of their forces being stationed at Illahabad, in which they were originally placed for purposes of remote hostility, they add this remarkable qualification of it: "Positive orders upon this head we cannot give you, because you must undoubtedly act according to the emergency of affairs."

There are other passages in the letters of the Court of Directors to their servants in Bengal, which allow of a dispensation from their general rule; and some which even prescribe, in express terms, a deviation from it.—The following are instances of both:

General letter to Bengal, dated 28th August, 1771.

—“ But the conduct of the Rohellas and Jauts is rather a matter of concern than surprize to us, as the King and Sujah Dowla neglected the occasion to unite with those powers effectually to repel the common disturbers of the empire, and confine them within the limits of their former possessions. To whatever causes this general timidity or supineness may have been owing, *we find ourselves equally affected, and the tranquillity of the provinces endangered thereby*; but as the projects of the King, or the conduct of the Vizier, are at present too mysterious for us to decide on the motives of their inactivity, and as we know not what alliances may be formed *to justify us in carrying our arms beyond the bounds of their dominions*, we are prevented from proposing any *precise* plan for your guidance in this respect. But should your subsequent advices enable us to form a more certain judgment *of the expediency of departing from the plan we have laid down*, we shall communicate to you, by some early conveyance, *how far we may be disposed to carry our arms beyond the bounds of the provinces, or the territories of our allies, and become the parties in an offensive war.*”

In this extract the policy of the Court of Directors is marked in its full extent; namely,—That they generally disapprove, and wish to avoid offensive wars, but that where their interests are threatened with danger, either immediate, or remote and eventual, by the designs of other powers, they approve, and even prescribe, a deviation from their general maxim. The same principle, with the same exceptions, is as strongly and (may I say it) most judiciously displayed in the following extract of their general letter of the 30th June, 1769:

“ We esteem ourselves bound by treaty to protect the King's person, and to secure to him the possession of the Korah and Illahabad districts. When we wrote, the 11th November, 1768, we apprehended the consequences of keeping the brigade at Illahabad would be creating in Sujah Dowlah

“ a jealousy that would involve us in fresh troubles,
 “ having at that time no cause to esteem him an
 “ enemy; but, impressed as you were, with the opi-
 “ nion of his hostile intentions and growing strength,
 “ at the time of the dispatch of the Valentine, *we*
 “ *shall not blame your caution for deferring the execution*
 “ *of our orders for its removal*; nor shall we at this
 “ time attempt to give positive directions for your
 “ conduct, *which, in such critical cases, ought seldom*
 “ *to be done, and in which the situation of affairs may*
 “ *be varied by unforeseen events, at the very moment we*
 “ *are writing*: but having given you, with as much
 “ precision as possible, a *general view* of the system
 “ by which we *wish* to see our affairs regulated, we
 “ must leave it to you to improve, to the utmost of
 “ your power, every opportunity of drawing towards
 “ that point; *and whenever you think yourselves obliged,*
 “ *for our security, upon emergent occasions, to adopt*
 “ *measures of a contrary tendency*, you are to give us
 “ very full reasons for such a deviation, and endeavour
 “ to return to the path we have marked out as soon as
 “ circumstances will admit.”

Hence it is demonstrated, that the orders of the Company generally forbade offensive wars; but authorized, and even enjoined them, under certain circumstances of exception from the general rule.

The Charge proceeds to state, that I joined with other Members of the Council, in declaring their approbation of the policy of the Company's orders: That “ I adopted them with sincerity and satisfaction; “ and that I was too well aware of the ruinous tendency of all schemes of conquest ever to adopt them, or ever to depart from the absolute line of self defence, *unless impelled to it by the most obvious necessity of the circumstances*:” That I repeated this declaration to the Court of Directors, and added a solemn promise, “ with the unanimous concurrence “ of the whole Council, that no object or consideration should either tempt or compel me to pass the “ political line which they (the Directors) had laid “ down for my operations with the Vizier; assuring “ the

“ the Court of Directors, that I scarce saw a
 “ possible advantage which could compensate the
 “ hazard and expence to be incurred by a contrary
 “ conduct.”

Before I reply to this paragraph, I shall humbly lay my claim to object, in every instance in which they shall be made, to inferences drawn from particular expressions of a general letter, containing my joint subscription with others.

It is sufficient, in such compositions, that the opinions of the whole are materially the same, it being impossible that they should be exactly the same in all cases, or in any cases of magnitude, especially such as involve a variety of considerations. To the mode in which the above extracts are worded, I particularly object; because the sentiments which they contain are expressed as if they were especially and primarily my own, and only adopted by the other Members of the Board in concurrence with me. With respect to their “ unanimous concurrence,” though this is printed in italics, which seems to be an indication of positive assertion, I beg leave to express my doubts of it, having endeavoured to trace it, without success, in the records to which I have had recent access, and my own memory rejecting it.

Having premised these exceptions, I proceed to declare, most cheerfully and unreservedly, that I avow the principle ascribed to my declarations; and make no doubt, that wherever I have had occasion to repeat them, my words have accorded invariably, and at all periods of time, with my general sentiments, which were and are an abhorrence of offensive wars, undertaken on the exclusive principles of ambition, profit, or policy. But I will also avow, that I would, without scruple, engage in an offensive war for the sake of retaliating an injury actually done, or of meeting the certain intention of it.

I cannot better or more fully express my sense of this principle, than in the following words, extracted from an Address to the Court of Directors, written upwards of twelve years ago, upon the subject of the

present Charge ; and therefore crave leave to quote it, as it stands in the Records of this Honourable House.

“ I hope I shall stand acquitted in the breasts of all
 “ reasonable men, for maintaining the opinions quoted
 “ against me in the conclusion of this paragraph * ;
 “ but I adopt it, even in the words of my opponents ;
 “ and if I am the *Chief of a great State*, alluded to
 “ by them, I shall be always ready to profess, *that I*
 “ *do reckon the probable acquisition of wealth among my*
 “ *reasons for taking up arms against my neighbours.* I
 “ never, in any period of my life, though long en-
 “ gaged in public affairs, gave my consent for taking
 “ up arms in an *unjust* cause ; and I never shall, but
 “ in cases of very notorious enormity, give my con-
 “ sent to take up arms in an *unprofitable* one.”

I presume, that the principle which I have thus stated, will be approved by the judgments of all rational men, as it is strictly conformable to the practice of all states in all ages. Wretched and contemptible indeed would be the condition of that government, which should preclude itself from contracting alliances or other engagements with foreign states, and invite the attacks of its less principled neighbours, by establishing it as a rule of fixed and invariable policy, never to commit hostilities but in the immediate resistance of actual invasion ; and equally irreconcilable with the common sense of mankind would be that policy, which should restrict the effects of a just war to the chastisement of wrong, and reject every advantage acquired by it.

I have been thus minute in my examination of the two first parts of the Charge, for the necessary purpose of establishing the first principle on which my justification rested, whether as a rule of conduct prescribed by authority, or an obligation of inherent

* *Note.* The paragraph alluded to is part of a letter of General Clavering, Colonel Monson, and Mr. Francis, to the Court of Directors, dated 30th November, 1774, in these words : “ We doubt whether there ever was an example of the Chief of a great State professing to reckon the probable acquisition of wealth among his reasons for taking up arms against his neighbours.”

duty.

duty. From the rest of the Charge, I shall content myself with selecting the positions which appear as points of crimination against me, and reply to them distinctly.

I shall first enumerate them in the order in which they occur.

1st. That the Rohellas are a nation.

2d. That I entered into an engagement for their extirpation.

3d. That the Company had never received, nor pretended to receive or apprehend, any injury whatsoever from the Rohellas.

4th. That the Nabob Sujah Dowla never complained of an aggression, or act of hostility, nor pretended a distinct cause of quarrel, other than the non-payment of a sum of money in dispute between him and that people.

5th. That the East India Company were not parties to the engagement, or guarantees thereof, nor bound by any obligation whatever to enforce the execution of it.

6th. That I did not make enquiry, nor give notice, nor offer mediation, &c.

7th. But that I did stimulate the Nabob of Oude to the enterprize.

8th. That I obliged him to accept even the permission to relinquish the execution of it as a favour, and to make concessions for it.

9th. That the engagement was verbal, and not bound by a written treaty.

10th. That I confessed I spoke the Hindostan language *imperfectly*, and nevertheless made no use of an interpreter.

11th. That I proposed the acquisition of forty lacks of rupees for the Company.

12th. That I transgressed the instructions of the Council, by transgressing the Company's orders, to which their powers had restricted me.

13th. That I suppressed the information of the agreement originally made with the Nabob Shuja Dowla, in the letter which I wrote to the Court of Directors from

from Benaris, advising them of the treaty concluded with the said Nabob on other subjects.

14th. That I entered a false report of the transaction in the Council Books, by representing that the Nabob had indeed *proposed* the design, but that *I was pleased that he urged the scheme of the expedition no further*, when in reality and truth I had consented to it.

15th. That I and the Council engaged in the enterprise, under circumstances of uncommon responsibility and personal hazard.

16th. That no part of the money due for the Rohilla war was recovered, till after the establishment of the new Government in Bengal; and that the whole remains in effect and substance unpaid to this day.

17th. That the Nabob Shuja Dowla committed great acts of cruelty and inhumanity in the prosecution of the war, and in the abuse made of his victory; that he violated a Princess of great rank, and other women, and that I abetted him therein; that eminent families were either cut off or banished, their wives and children ruined, and the country laid waste and depopulated.

18th. That I disobeyed a standing order of the Court of Directors, first by not producing all my correspondence with Mr. Middleton, the Resident at Oude, and with Colonel Champion, the Commander in Chief of the army employed in the Rohilla war, to the Select Committee; and, secondly, by refusing to produce the same to the majority of the Council.

19th. That I arrogated to myself dangerous powers, by asserting that Mr. Middleton, the public Resident at Oude, was my official agent, and that, being such, I was not obliged to communicate his correspondence.

20th. That the Court of Directors, and afterwards the General Court of Proprietors, "did unanimously condemn (along with my conduct relative to the Rohilla treaty and war) my refusal to communicate my whole correspondence with Mr. Middleton to the Council; yet that I have never yet communicated the whole of my correspondence either to the Governor General and Council or to the Court of Directors."

To

To these I shall briefly and distinctly reply.

Ist. *That the Rohillas are a nation.*

It is a fact of notoriety, and has been proved by examinations, which were taken at the Board of Fort William, in December, 1774, and inserted in the Reports before this Honourable House, that the Rohillas are not a nation, but a body of foreign adventurers, who made themselves master of the country to which they have since given their name; and even the last Government of it was an usurpation on the first usurpation.

IId. *That I entered into an engagement for their extirpation.*

Much declamation has been used upon this word, until its original sense has been lost in the colourings which have been given to it. Yet I avow the word, and the design attributed to it. It was the professed intention of the Nabob Shuja Dowla, and of course mine, as connected with it, to extirpate the Rohillas, that is, "to expel or remove them from the country which they occupied, without suffering the smallest vestige of their power to remain in it. In this sense I did most certainly agree to assist the Vizier, and so did the late President and Council; nor can I conceive how the war could have been undertaken with any other object." These words I borrow from my Minute in Council, dated the 11th January 1775. I will add what immediately follows in the same Minute, as a reply both to this and the preceding article. "The majority know, as well as myself, that the Rohillas are not the people of the country, but a military tribe, who conquered it, and quartered themselves upon the people, without following any profession but that of arms, or mixing in any relation with the native inhabitants. I have already described the nature of this tribe in the ninth paragraph of my observations on the first letter of the

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"major-

“majority; and the same account of them has been
 “given by Colonel Leslie and Major Hannay, and,
 “if I mistake not, by Colonel Champion himself, in
 “their examination taken before the Board on the
 “19th and 28th of December. Major Hannay’s
 “words are remarkable; I beg leave to quote them:
 “*I have learned from many people, that it is only within*
 “*50 years that the Robillas are become masters of the*
 “*country to the north of the Ganges; that they were*
 “*originally Afghans, came into Hindostan under a Sir-*
 “*dar, named Dâood Cawn, and that they conquered that*
 “*country from the Hindoos, and that since that time they*
 “*have followed no other profession than that of arms,*
 “*and the ancient Hindoos have cultivated the country.*
 “*The Robillas are Mussulmen, of the sect of Omer, and*
 “*the cultivators of the country are Hindoos. I suppose*
 “*the proportion to be about nine Hindoos to one Mus-*
 “*fulman.*”

It will appear, from the preceding explanation,
 that the extirpation consisted in nothing more than in
 removing from their offices the Rohellas who had the
 official management of the country, and from the
 country the soldiers who had opposed us in the con-
 quest of it. Nor was the process a sanguinary or hard
 one, as they had only to pass the Ganges to their
 countrymen on the other side of it. In a word, we
 conquered the country from the conquerors of it, and
 substituted another rule in the place of theirs, upon
 the same principles of right and usage (the right of
 the war being pre-supposed) as a British commander
 in Europe would expel the soldiers of a conquered
 town, and garrison it with his own, which, by the
 same mode of speech, and with equal propriety, might
 be called an extirpation.

IIIId. *That the Company had never received, nor pre-*
tended to receive or apprehend any injury what-
ever from the Robellas.

The Company were joined on equal terms with the
 Vizier in the injury which he had received from the
 Rohellas.

That

That injury was the repeated breach of faith, and refusal given, in two successive years, to pay the sum stipulated for their defence, and for the expulsion of the Marattas from their country.—The Vizier was our ally.

Our Government was applied to for its consent to the first design of defending the Rohellas against the Marattas, and the engagements which followed were negotiated by our commander in chief, General Sir Robert Barker.

These consisted in two separate instruments; one a treaty of mutual alliance between the Nabob Sujah Dowla and the Rohella Chiefs; and the other an obligation executed by them, to pay him, in consideration of it, forty lacks of rupees. Both were executed in the presence of Sir Robert Barker, and signed by him as a witness to it; which, in every instance of the kind that has ever passed in the Company's annals, is equivalent to a guarantee. The obligation is in the records of the Secretary's office in Calcutta, and the translation is entered in more than one place in the Fifth Report of the Committee of Secrecy.

IVth. That the Nabob Shuja Dowla never complained of an aggression or act of hostility, nor pretended a distinct cause of quarrel, other than the non-payment of a sum of money in dispute between him and that people.

There were other just causes of complaint against the Rohellas: They had treacherously intrigued with the Marattas, with the design of uniting with them against the Nabob Shuja Dowla during the subsistence of their engagement with him, and at the very time that he was in arms for their defence. Indeed a part of them had actually joined the Marattas, and the rest were on their march for that purpose, and were prevented only by the timely arrival of Sir Robert Barker in their country, in the beginning of the year 1773, with a brigade of the Company's troops in conjunction with the Nabob's.

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This

This appears from various parts of the correspondence of Sir Robert Barker, and others, in the Appendix of the Fifth Report of the Secret Committee; and in Sir Robert's letter of the 6th of April, he says of them, "It is well known that neither promises nor oaths have been able to bind this treacherous sect of people to their engagements."

Vth. That the East India Company were not parties to the engagement, or guarantees thereof; nor bound by any obligation whatever to enforce the execution of it.

That the Company were parties to the engagement, has been proved in the reply to the third article. That they were bound to support the Nabob Vizier in asserting his right, or to assert their own, is a question not necessary to the charge: it is sufficient that the right has been proved.

VIth. That I did not make enquiry, nor give notice, nor offer mediation, &c.

Sir Robert Barker and the Vizier had been engaged in continual negotiations with them for the recovery of the money in the years 1772 and 1773, and they had constantly evaded the payment.

The fact was notorious, and there could not be any obligation to give them notice, that they might be the better enabled to defeat the enterprize.

VIIth. But that I did stimulate the Nabob of Owd to the Enterprize.

My conduct in this instance will be fully explained when I proceed to the narration of the whole transaction. I shall here but observe that I thought the ground of war justly established; that the Nabob Shuja Dowla had repeatedly urged our consent to it, and that I made use of the earnestness with which he pursued this favourite point, to engage his agreement to a system of useful alliance with him; which I obtained,

tained, and date from it the subsequent power and prosperity of the Company in Bengal.

VIIIth. *That I obliged him to accept even the permission to relinquish the execution of it as a favour, and to make concessions for it.*

This is a perversion of a plain and simple fact.—I had required fifty lacks of rupees for the price of the cession of Cora and its dependencies: He pleaded his inability to pay so large a sum, and to defray the war with the Rohellas, and the increased subsidy for our army. I agreed to remit five lacks of the demand; and when he proposed to suspend the design against the Rohellas, which removed the former plea, I demanded, and he consented to replace the five lacks, and the stipulation for Cora remained as it originally stood in my demand for it, at fifty lacks; and thus the transaction is stated in my original report of it.

IXth. *That the engagement was verbal, and not bound by a written treaty.*

It is true, that the first proposition for the Rohella war was discussed and terminated in conversation; but the terms on which it was to have been undertaken were committed to writing, and made parts of the draft of the treaty concluded with the Nabob Shuja Dowla, at Benaris; but were withdrawn from it at his own instance, and left unnoticed, because the whole business appertaining to it was postponed, and, as I then believed, wholly given up. Afterwards, when it was resumed, the terms of our mutual engagement were stated in the letters which passed between the Nabob and myself; and the event proved that the obligation in this mode was as binding as a treaty, in all its forms, could have made it; for the sum stipulated to be paid to the Company for their assistance in the war, was acknowledged by the Nabob to be due when it might have been disputed, and it has been punctually paid. It might have been disputed, be-

cause our army was withdrawn while the country was yet unsettled, and withdrawn without the Nabob's consent, and against his remonstrances; which was contrary to the express terms of the agreement made with him. But surely I may ask, is this defence necessary? Is every act criminal which any man may state to be such? Or is it criminal to have omitted doing what any man may conceive proper to have been done?—Hard would be my lot, were my past actions to be measured by this test of them; for though the papers which I have officially written, and to which I have contributed, would fill many ponderous volumes, yet their bulk and number would have been more than doubled, had every minute transaction and occurrence been minuted which I had deemed of importance at the instant in which they passed; and enormous indeed, if to these all the conversations were added, which either led to business, or arose out of it.

Xth. *That I confessed that I spoke the Hindostan language imperfectly, and nevertheless made no use of an interpreter.*

I will not transgress the bounds of my respect for this Honourable House, nor offend the high sense which I entertain of its wisdom, by offering any reply to this article.

XIth. *That I proposed the acquisition of 40 lacks of rupees for the Company, and a relief to the distresses of the Company, as objects of the enterprize.*

This I acknowledge; and whatever sentiments may have suggested such a motive as a criminal charge, I shall never regret the services and sacrifices which I have made to my employers, and to my country, whatever returns I may have received at the instant, or may receive from either.

XIIth. *That I transgressed the instructions of the Council, by transgressing the Company's orders to which their powers had restricted me.*

This

This is refuted by the preliminary exposition which I have offered of the true construction of the Company's orders on which it is grounded.

XIIIth. *That I suppressed the information of the agreement originally made with the Nabob Shuja Dowla, in the letter which I wrote to the Court of Directors from Benaris, advising them of the treaty concluded with the said Nabob on other subjects.*

The letter which I dispatched to the Court of Directors from Benaris was written to inform them of what had been done, and of that but as much as it was essential for them to know. It was not necessary to inform them of what was not done, nor to commit the secret of a design which had been dropped, but might yet take place, and which related to a great political event, to a letter which was to pass through the center of Hindostan, and afterwards through many nations of Asia and Europe, with at least an equal chance of its being intercepted.

In effect I suspect that it actually met with that fate, though written and dispatched in duplicate; for in the Report published by order of the Court of Directors, I find this letter inserted, with a notice that it was received by them on the 26th of March, which was the date of the receipt of the subsequent dispatches of the Board, by the Mercury Packet.

That I may not appear to have been remiss in any part of the process of my transactions at Benaris, I will crave leave to state the following short chronological recital of it.

On the 23d of June 1773, I received my instructions from the Board. On the 7th of September I concluded a treaty with the Nabob Shuja Dowla, conformable to my instructions. On the 10th of the same month I advised the Court of Directors of it in a letter dispatched in duplicate by land to England. On the 4th of October, I delivered my report of my proceedings in my place, at the Board in Calcutta; and on the 12th of October, a letter was written by the Board, and dispatched

patched by the Mercury packet, to the Court of Directors, for the declared purpose of conveying to them my report, in which all that had passed relating to the projected design against the Rohellas was fully recited: So that the whole transaction was begun and concluded, and underwent every requisite process of official communication, with a journey of 1500 miles, in the course of three months and nineteen days.

The following is an extract of so much of my report as relates to the present subject:

“ The Vizier was at first very desirous of the assistance of an English force to put him in possession of the Rohella country lying north of his dominions, and east of the Ganges. This has long been a favourite object of his wishes, and you will recollect that the first occasion of my late visit was furnished by a proposal of this kind. He had certainly just grounds of resentment against the Chiefs of this nation, who had not only failed in their engagements to pay him forty lacks of rupees for his protection against the Marattas, but had actually supplied them with money when they appeared in arms against him. He offered to make the Company a consideration for this service, of forty lacks of rupees, besides the stipulated sum for the expences of our troops; but he afterwards laid aside this design, fearing that it would disable him from fulfilling his engagements for Corah and Illahabad. I enclose for your observation, No. 10, the original agreement of the Rohella Chiefs, witnessed by General Barker; No. 11, a translation of the same; No. 12, a translation of a letter which I received from Hâfiz Rahmut Cawn, in whose name the agreement was ratified; and No. 13, a translation of a narrative delivered to me by the Vizier, in reply to it. *The measures to be pursued for his security on that quarter must therefore be determined by future occurrences.* I was pleased that he urged the scheme of this expedition no further, as it would have led our troops to a distance from our borders, which I would wish ever to avoid, although there are powerful arguments to recommend it.”

XIVth,

XIVth. *That I entered a false report of the transaction in the Council-Books, by representing that the Nabob had proposed the design; but that I was pleased that he urged the scheme of the expedition no further, when, in reality and truth, I had consented to it.*

There is nothing like a contradiction in the representations which are opposed to each other, to establish the guilt of falsehood which is here laid to my charge.

I affirm, and the records of this House prove incontestibly, that the Nabob *did propose, did first propose, the design* of the Rohella war; nay, that it was the foundation of my journey to Benaris. It appears, in various parts of the same authorities, that I availed myself of his eager solicitude for the attainment of this point, to engage his assent to others of necessary consequence, and of much greater value to the Company; and it is certain that I *was* pleased to have obtained them, without the necessity of making this concession, when he himself relinquished it. The internal movements of the mind admit of no determinate evidence to prove them; but that I was in a situation which was most likely to have affected me in the manner which I have described, I have abundant proof.

The dominions of the Nabob Shujah Dowla, our ally, lay open and exposed to those possessed by the Rohellas, both consisting of one vast plain, without any natural line of division or of obstruction between them; and both were shut in by the same common boundary, the Ganges, closing them in the northern extremity with impenetrable mountains.

The Marattas had successively attempted to possess themselves of this country; and, but for the assistance of the Nabob's forces, united with those of the Company, they would have succeeded. The Rohellas, though thus effectually and seasonably protected by the Nabob Shuja Dowla, had openly negotiated with the Marattas, and had shewn manifest dispositions to unite with them against their defender. The same scenes might be renewed the next year, and repeatedly, with equal danger to the Nabob Shuja Dowla, whether

ther the Marattas obtained complete possession of the country, or the Rohellas joined with them to carry their ravages into his. The Company's interests, which were at all times involved in the security of the Nabob Vizier's dominions, had acquired a strong additional tie by his recent engagements with them.

The Rohellas had afforded him a just cause for war, and for all the consequences of it, by their repeated breach of engagement; and he had a right to our concurrence and assistance in the prosecution of it.

These were the grounds for undertaking the war; and on these grounds, had he not himself shrunk from it, I should have thought myself bound to join him in undertaking it.

On the other hand, there were strong arguments of discouragement, which operated against the undertaking.

The success of it, though morally certain, might have been attended with greater difficulties than when it was afterwards attempted, by reason of the neighbourhood of the Marattas, who would certainly have been invited to take part against us. The same doubts which the Vizier entertained of his ability to pay the stipulated sum, in addition to those of our other claims upon him, might as obviously occur to my mind, with all the consequences both of public and private embarrassment from the failure. My authority, on which the continued support of the enterprise would depend, was but accidental, and liable to variation; and even that of the Board collectively, in points of a political nature, had for some time scarce appeared, but under the influence and agency of the Commander in Chief, whom I had offended by withdrawing it from him; yet, he must have been employed, and in effect my own choice had preferred him, in the execution of the plan, possibly with his own judgment opposing it.

To these objections, which related immediately to the measure itself, others occurred, which were of a foreign and adventitious nature, and some which were merely personal and private.

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The first of these distinctions regarded the state of the Company at home, their Charter drawing near to its expiration, and a strong popular prejudice excited and universally prevailing against both them and their servants. The second, my own situation, and that of my colleagues and coequals in the Council.

I owed my appointment in the Government to motives which, though highly honourable to those who had nominated me to it, were but a limited and transitory dependence. I had no natural interest at home, no personal connections, nor any other means of support, than such as I might gradually and eventually acquire by my reputation in office. In the mean time, all my actions were to be viewed through a very remote medium, with a thousand refractions of private interest; secret misrepresentation; general prejudice; and the precipitation of uninformed judgment; and above all, the situation of my employers not allowing them the free exercise of theirs. The measure itself derived its propriety from circumstances of nice relation and various detail, which few could understand without some previous knowledge, or study, of antecedent events and local situation, and which were easily liable to misconstruction. It was repugnant to the general policy of the Company, and depended for its sanction on constructive orders, of which the Court of Directors, who framed them, had a claim at least to the sole right of interpretation. These considerations, with others of a similar nature, pressed with a more sensible weight upon my mind at this time, by the means of recent advices privately received from England, which reached me while I was within a few days of my arrival at Benâris, and by which I learnt that a new commission had been appointed from home, to make enquiry into the state of the Company's affairs in Bengal, and to supersede the powers of its actual administration.

With such prospects of discouragement, will it be supposed that in the solicitude of my zeal for the public service, or, if I must adopt the language of invective, in the pursuit of an irregular ambition, I

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had

had no intervals of secret leisure for the mind to turn the glass upon its own concerns? I well knew what my duty required of me, and *that* I was determined on performing, in despite of every inferior concern; yet, when I was relieved from the obligation by the Nabob's renunciation of his design, which could be prosecuted only at his requisition, and therefore no duty of my own opposed the forbearance of it, I might then both naturally and allowably yield some indulgence to my private feelings. I was certainly glad to be freed from the embarrassment, which I had apprehended in the prosecution of the plan, tho' I should have paid no regard to them, had I been still required to proceed in it. This opposition of my private and restrained wishes to my sense of what was incumbent on me in my public character, will be found to accord exactly with the sentiments expressed upon the same subject in my minutes delivered upon both occasions, in which the subject of the Rohilla war was introduced to the notice of the Board, both when the designs was first proposed and withdrawn, and afterwards proposed and adopted by the Board.

But perhaps I have mistaken the intended sense of this part of the Charge; and it is not the inconsistency of my private feelings with my public actions, which is alledged against me, but simply the information given by me to the Board, that the design of the expedition had been dropped, when in fact it yetisted, with my engagement to prosecute it.

If I have mistaken the meaning of this paragraph, and unnecessarily wasted the time of this Honourable House in so long and laboured a refutation of a Charge not made against me, I humbly refer myself to the candour of this House, and beg leave to ascribe my error to the manner in which the Charge is drawn and printed, with intricacy of construction, and a frequent change of type; many words, and even whole sentences, being printed in Italic characters, as if indicating some implied guilt, or aggravating that expressly alledged against me. Nor is this practice (whether fair or not, this Honourable House will determine)

termine) confined to the paragraph in question of this first Charge, nor even to this single Charge, but pervades, with the like ambiguity, every part of every Charge exhibited against me.

I now proceed to reply to this Article, in the sense which I have just inferred from it.

In my reply to the preceding Article, I have inserted the whole of my report, of what passed between the Nabob Vizier and myself at Benaris, on the subject of the first proposal for the Rohilla war, in an extract from my report of all my proceedings there. This report stated, that the Vizier was desirous of our assistance against the Rohillas, and offered terms for it; but that, for reasons assigned, he afterwards laid it aside; "that the measures to be pursued for his security on that quarter, were therefore to be determined by future occurrences;" and "I was pleased that he urged it no further." There the business rested, and as I certainly did believe it at that time, finally, though the obligation still remained, if the Nabob should again lay claim to it, and no change of circumstances intervened to alter it.

On the 26th of November of the same year, the subject was again introduced at the Board, with a request of the Vizier, for the renewal and prosecution of it; and the following was my recital of the transaction more at large, in a minute which I delivered upon the occasion:

"In this situation, here appears an unusual degree of responsibility annexed to such an undertaking. I would therefore recommend it to serious consideration; and at the same time I think it my duty to declare, that I find myself embarrassed in a peculiar manner in my decision, from the circumstances of what passed between the Vizier and myself at Benâris. The Board will recollect, that this very country was included in the line of defensive operations which they thought proper to adopt last year, in support of the Vizier; and it is now necessary to acquaint them more fully, that the Vizier, at the interview, did propose this expedition to me, and

“ earnestly solicited my assistance; that I regarded
 “ this request as a lucky circumstance in the negocia-
 “ tion, and availed myself of it, as the means of pur-
 “ chasing the Vizier’s compliance with the other mea-
 “ sure, which was the principal object of my com-
 “ mission. I consented to it; engaging to assist him
 “ in the enterprize, on the conditions with which the
 “ Board are already acquainted. Afterwards, from a
 “ suspicion of his own ability to make good so many
 “ pecuniary engagements at once, as those he had
 “ undertaken, he himself made the proposal for sus-
 “ pending the Rohilla expedition; but the condition
 “ which took its rise from it, viz. that the future pay-
 “ ments of the extra charges of the army sent at any
 “ time to his assistance should be fixed at 210,000 ru-
 “ pees per month for a brigade, was still allowed to
 “ be made an article of the new treaty. And it was
 “ further agreed, that the stipulation for Corah,
 “ which I had with difficulty raised to forty-five lacks
 “ of rupees, should now be made fifty, in considera-
 “ tion of his being exempted from the additional
 “ burthen of the projected Campaign, and better
 “ enabled to fulfil his other payments. It is unne-
 “ cessary to explain the motives which urged the
 “ Vizier to make concessions for the liberty of re-
 “ linquishing a point which he had apparently so
 “ much at heart, and which I was not solicitous to
 “ pursue: The detail would be tedious—the Gentle-
 “ men who were with me, and to whom I made daily
 “ communication of the progress of the negotiations,
 “ will remember, that such was the issue of this part
 “ of them. The expedition remained only suspend-
 “ ed; and I gave him every reason to expect, that
 “ whenever it could again be with prudence resumed,
 “ and he desired it, it should be undertaken.

“ This is the predicament in which I now stand
 “ with the Vizier; and although, from a fear of his
 “ not being able to fulfil his part of the agreement,
 “ I wish to avoid engaging in the project for the pre-
 “ sent, yet it appears to me, that a direct refusal, after
 “ what has passed, would have an unfriendly aspect,
 “ and

“ and might admit of the construction of artifice and
 “ insincerity in our dealings with him.”

I now throw myself on the justice of this Honourable House to determine, whether there is any other difference between the two recitals, than that the latter is more detailed and enlarged than the former, which states little, more being then unnecessary. Had the engagement in the first instance stood, it would have constituted an article in the treaty, which was at that time concluded, and the draft of it is still on record; but the Nabob himself declining it, it retained no other force on our government, than that which the spirit of honour and fair dealing might allow, and the circumstances of affairs admitted. These had received no other alteration, than the departure of the Marattas, occasioned by a late revolution in their own state, which was likely, for a length of time to come, to prevent them from interfering in our operations.

If further evidence of this construction is necessary, the following extract from the letter of the Nabob Shuja Dowla, which furnished the subject of debate, of which the preceding minute formed a part, will put it beyond the possibility of doubt.

Extract of a Letter from the Nabob Shuja Dowla,
 received the 18th November 1773.

“ During our interview at Benâris, we had some
 “ conversation on this subject; and it was then agreed
 “ on, that I should pay to the Company the sum of
 “ forty lacks of rupees, after the extirpation of the
 “ Rohillas; and two hundred and ten thousand rupees
 “ monthly, on account of the English Brigade, during
 “ my operations in the Rohilla country; and that I
 “ should, with the assistance of the English forces, en-
 “ deavour to punish and exterminate the Rohillas out
 “ of their country.

“ *If therefore these Terms are agreeable to you, I desire*
 “ *to know whether you will assist me with the English*
 “ *forces, or you will not.*”

When

When I wrote the Minutes from which the preceding Extracts are taken, I little suspected that the time would come when they were to be put to the rack of verbal criticism before the House of Commons of Great Britain.

I look back with pain on the many papers which have been filled with this part of my defence, in a discussion which I myself cannot but consider as unworthy to take up so much of the attention of this Honourable House, did not the occasion of it implicate the plausibility of every other Charge instituted against me, and cast the colour of reproach upon the most important transactions of the British Government in India, during the course of thirteen years, from the imputed depravity of character in him who directed them.

A charge of falsehood in terms, of deliberate falsehood, imprints such a sense of infamy on an ingenuous mind, as even the fullest refutation of it cannot wholly efface; since it taints the source itself of every honourable principle, and follows its devoted object into all his habits of society, even to his dearest connections.

I hope, therefore, I shall not be deemed to depart from the great respect which I owe and truly profess for this August Assembly, if on this occasion I abandon for an instant the degraded condition of a man arraigned, and assume my claim to the rights of respect which my rank in office, primarily and repeatedly assigned to me by this Honourable House itself, authorizes me to assert.

If, after a patient and full examination of all the Charges exhibited against me, I shall appear to merit that punishment which the justice of my country exacts for high offenders, let me receive it:—I will submit with what resignation I can to my doom, how much soever my own consciousness of better desert may revolt against it. Let me not, however, be punished before conviction by the admission of hard epithets, and disgraceful invectives against me. I am warranted by the doctrine of my religion, to protest against such a treatment; for this teaches me, that even a blessed

bleſſed Spirit of heaven contending with the devil “durst not bring a railing accusation against him;” but if the result shall prove, that in a long, difficult, and perilous service, I have conducted myself with integrity, and with a zeal for the interests of my employers, and my country, manifested by an invariable train of successful measures; that I was instrumental in preserving one great and valuable branch of the British empire committed to my charge, from threatened annihilation; and left it in a state more prosperous than I received it—what atonement will this Honourable House in its justice ordain for the injury which I sustain by having been branded on its records, and under the sanction of its authority, with the vile and abhorred character of a Verres, an oppressor, a defrauder, a traitor, and even of a liar?

XVth. *That I and the Council engaged in the enterprize under circumstances of uncommon responsibility and personal hazard.*

This I admit; but not in the terms of the text, nor with the implication of criminality, I know not on what grounds affixed to it.

XVIth. *That no part of the money due for the Rohilla war was recovered till after the establishment of the new government in Bengal, and that the whole remains in effect and substance unpaid to this day.*

The meaning of this charge seems to be, that so long as any balance remained due from the Nabob of Oude, in the running account between him and the Company, that balance arose exclusively out of the stipulation for the Rohilla war, whatever debts may have been incurred, or payment made, though of millions on both sides of the account, since that debt was originally contracted.

This is contrary to the general commerce of mankind; every debt, in the order in which it was contracted, being universally understood to be discharged by

by the sums received, if equivalent in their correspondent order of payment; but let it be as it will, it is now paid beyond all possibility of question; for even while these charges are forming, advices are received from the government of Bengal, which declare that the Nabob of Oude had paid up the whole of his debt to the Company of every kind, without an Anna remaining.

XVIIth. *That the Nabob Shuja Dowla committed great acts of cruelty and inhumanity in the prosecution of the war, and in the abuse made of his victory; that he violated a princess of great rank, and other women, and that I abetted him therein; that eminent families were either cut off or banished, the wives and children ruined, and the country laid waste and depopulated.*

This part of the general charge, if it were true, could only affect me as the abettor of it.

That I was not the abettor of it I certainly know, but cannot disprove it, otherwise than by an appeal to my general character, which is in the strong features of it well known, and to the evidences themselves, which are quoted in support of the allegation. I deny that there is a syllable in these that proves it, or that, without a violence on the construction which could convert white into black, even tend to cast the most distant suspicion of it.

The letter written by the Board to Colonel Champion, dated the 23d May 1773, and mine to Mr. Middleton, dated the 27th of the same month, which I shall crave leave to read at the close of this article, are evidences of my anxiety and endeavours, both to obtain a true knowledge of the facts, and to redress them in whatever degree they might be found to exist; and the answers to both are, in my opinion, a refutation of the charge as it stands against the Vizier. With respect to the first, Colonel Champion, in answer to the desire expressed by the Board, "to be immediately" "advised of the particulars of the treatment to which" "he had alluded," that is, the Nabob's treatment of the

the Rohilla prisoners, begins the subject with a sentence that seems to promise the information required, but no such information follows.

Mr. Middleton's answer is in point, and affords a very temperate, and I do believe a most faithful report upon the question. It is long, and worth the perusal of those who may wish for more information upon the subject. It no further concerns me.—I am unwilling to quit this subject without adding, that the sons of Hâfiz Rahmut Cawn were living at Lucknow when I was at that capital; that they enjoyed a pension from the present Nabob, which afforded them a decent maintenance, with a promise of more after payment of the Nabob's debt to the Company, under the engagements which he had contracted with me. They were under no other restraint than a prohibition to revisit their own country, and were my daily visitors; for which they no doubt had the express permission of the Nabob, and that optionally given, for I never intimated the most distant wish to see them; and indeed, they frequently attended him in the visits which he himself made to me.

Fyzoolla Cawn, the only surviving son of Ally Mahmud, the founder of this little dominion, still remains in peaceable possession of as much of his inheritance as he held before the war, which (by a fatality that might induce a mind, even but lightly tinged with superstition, to infer the hand of Providence in so just a distribution of its events) closed with the death of Hâfiz Rahmut, the usurper of the rights of his patron and master, who had entrusted them to his guardianship, and with the deprivation of the children of his accomplices, as the punishment allotted, according to their several degrees of guilt, to the perpetrators of so complicated a treachery.

My letter to Mr. Middleton, to which I have above alluded, I now entreat permission to read. I was not aware of the strength of this evidence, when on a cursory inspection I marked it for reference. I am pleased to find it, on a more attentive perusal of it, not only a clear refutation of the Charge, so far as I
F myself

myself am affected by it, but an example to shew both the delicacy with which I treated the great allies of the Company, and the firmness with which I maintained the rights and honour of my own nation.

Extract of a letter from the President to Mr. Nathaniel Middleton, dated 27th May, 1774.

Colonel Champion complains of the conduct of the Vizier, in suffering, or even in ordering his troops to ravage the country, and in his cruel treatment of the family of Hafez Rhamet. This is a subject on which I cannot write to the Vizier; it might widen the breach between him and the Commander in Chief, and possibly influence the Nâbob to some private revenge on the unhappy remains of Hafez Rhamet's family. I desire, therefore, that you will take an immediate occasion to remonstrate to him against every act of cruelty or wanton violence: The country is his, and the people his subjects; they claim by that relation his tenderest regard and unremitted protection. The family of Hafez have never injured him, but have a claim to his protection, in default of that of which he has deprived them: Tell him that the English manners are abhorrent of every species of inhumanity and oppression, and enjoin the gentlest treatment of a vanquished enemy; require and entreat his observance of this principle towards the family of Hafez; tell him my instructions to you generally, but urgently enforce the same maxim; and that there is no part of his conduct will operate so powerfully in winning the affections of the English, as instances of benevolence and feeling for others. If these arguments do not prevail, you may inform him directly, that you have my orders to insist on a proper treatment of the family of Hafez Rhamet, since in our alliance with him, the reputation of our national character is involved in every act which subjects his own to reproach; that I shall publicly exculpate this government from the imputation of assenting to such a procedure, and I shall reserve it as an objection to any future engagements

ments with him, when the present service shall have been accomplished.

XVIIIth. *That I disobeyed a standing order of the Court of Directors, 1st, by not producing all my correspondence with Mr. Middleton, the resident at Oude, and with Colonel Champion, the commander in chief of the Army employed in the Robilla war, to the Secret Committee; and, 2dly, by refusing to produce the same to the majority of the Council.*

This Charge contains its own refutation in the terms of it; for the Company's orders of the 23d of March 1770, which relate expressly to letters written in correspondence with the country powers, have no relation to my correspondence with Mr. Middleton and Colonel Champion; nor their instructions, dated the thirtieth of March 1774, either to that correspondence, or to any other which had passed antecedent to the receipt of them.

XIXth. *That I arrogated to myself dangerous powers, by asserting that Mr. Middleton, the public Resident at Oude, was my official agent, and that, being such, I was not obliged to communicate his correspondence.*

I do not know whether to admit or deny this allegation; for though I comprehend it in its direct construction, I cannot draw any inference from it which can serve for the ground of an impeachment, or even of censure. But it alludes to my minute, dated the 26th October 1774, No. 45 of the Appendix of the 5th Report of the Secret Committee, every syllable of which I avow; and unless a new institute of morality shall be invented, for the purpose of proving me an offender against it, I deny that it contains a sentiment or expression which is not consistent with the most rigid principles of obedience, integrity, faith, and honour.

XXth. *That the Court of Directors, and afterwards the General Court of Proprietors, did unanimously condemn (along with my conduct relative to the Robilla treaty and war) my refusal to communicate my whole correspondence with Mr. Middleton to the Council; yet that I have never yet communicated the whole of my correspondence either to the Governor General and Council, or to the Court of Directors.*

Neither my respect for the Court of Directors, nor my gratitude and devoted attachment to the Court of Proprietors, shall restrain me from saying, that the first were partial judges, and that the last were incompetent, as wanting the means of information. The latter part of this article is true, namely, that I have never yet communicated the whole of my correspondence either to the Governor General and Council, or to the Court of Directors: but it is equally true, that the Court of Directors have never demanded it of me; and that I have uniformly opposed the right of the Council to exact it, which should be first established before the refusal to them can be made a crime. However, the whole of this charge I should presume cannot properly come under the discussion of this honourable House; for in the very terms of it is stated, that my conduct was enquired into both by the Directors and Proprietors, my legal and ultimate judges, who both passed their censure upon it; and in that censure I received my punishment.

HAVING now finished my examination of the Charge in my reply to the material points which compose it, I shall proceed to recite the particulars of the transaction to which they all bear a common relation, viz. the origin, design, progress, conclusion, and effects of the Rohilla war.

In May 1771, the King quitted Illahabad, and threw himself into the arms of the Marattas. In a few months afterwards he granted them funnuds, or charters, for the provinces of Corah, Currah, and Illahabad, or the lands immediately situated above the conflux of the

the rivers Ganges and Jumma, which we had before given to him. In January 1772, General Sir Robert Barker met the Nabob Shujadowla, at Fyzabad, who proposed various plans to counteract the ambitious designs of the Marattas, who were then preparing to invade Rohelcund. The General, by his own authority, ordered a battalion of Sepoys for the defence of the lines at Cawnpore. The Governor (Mr. Cartier) and the Select Committee, on the 12th of February 1772, approved of the General's conduct, and authorized him to enter into negotiations on the part of the Company in support of the Nabob's views.

On the 28th of January 1772, the General wrote to the Select Committee, that the Nabob wished to protect the Rohillas, and to treat with them, "which could not be done, he said, without the consent of the English;" for their letters "were written to him in a style as if he was one and the same as the English;" and he doubted that, without such a concurrence, "they meant to do nothing with him alone."

The dangerous consequences portended from these alarming symptoms are strongly described in the following extract from a letter of the General to the Select Committee, dated the 25th of February 1772.

"I should imagine that if the Marattas succeed in their attempts of crossing the river, and make a rapid progress through the Rohilla country towards the Vizier's territories, as they have already given out that they intend cantoning at Lucknow, you will judge it necessary to advance a brigade nearer to his Excellency's dominions; for in this case the approach of the Marattas will be very quick."

On the 28th of February the General wrote that the Marattas had made good their passage of the river, and given a total defeat to the Rohillas posted at the fords to oppose them; that he had therefore ordered the brigade at Dinapore to march immediately towards the Vizier's dominions, excusing his taking such a step without the authority of the Board, by "the exigency of the service."

In this part of the 5th Report of the Secret Committee, from which I draw this recital, I miss the Reply which was written to Sir Robert Barker's letter, but I recollect that the Committee disapproved of the march of the brigade, and countermanded it.

On the 9th of April the General wrote that "the Marrattas had applied to the Nabob Sujah Dowla to be the mediator of their differences with the Rohillas, to which he was much inclined," and was not to be diverted from this scheme, though the General had strenuously opposed it, and pressed him, "rather to form an alliance with the Rohillas;" the Nabob insisting "that he had no choice; for he must either join the Marattas in the total reduction of the Rohillas, or bring on a compromise between those powers; for the alternative was an attack on his dominions after the reduction of the Rohillas," unless (for so the sense follows in the construction) "the English forces would join to support him in the undertaking," preferably recommended by the General; and that "he had therefore sent Captain Gabriel Harper to Hâfiz Rahmut, and would do his endeavours to procrastinate this treaty until he received the Committee's instructions."

On the 13th of April, 1772, I succeeded to the office of President of the Council of Fort William; and from that day only I date my share of responsibility in the acts of the Government of Bengal.

On the 30th of the same month, the Select Committee, for the first time, entered into a consideration of the General's repeated references; and the sentiments recorded by them on that occasion most decidedly mark *their*—may I be allowed to change the person, and say—"my" strenuous adherence to the cautious and defensive system enjoined by the Company.

We approved the General's "endeavours to dissuade the Vizier from entering into any negotiations which might lead to an alliance with the Marattas; since we might by this means be precluded from taking such measures as the Company's exact orders might render necessary. But we could not approve

" of

“ of a promise being made to him of the junction of
 “ our forces in the prosecution of an offensive war;
 “ *the more especially, as the Court of Directors, in their*
 “ *letters by the Lapwing, had promised to furnish us*
 “ *with clear and precise instructions respecting our carry-*
 “ *ing hostilities against the Marattas at a distance from*
 “ *our own borders; which,*” we added, “ might be
 “ soon expected,” but which never came. We ex-
 pressed some uneasiness at Captain Harper’s deputation,
 and desired that he might be recalled as soon as he
 conveniently could be, as we did not chuse to “ appear
 “ as principals in these negociations.” In the mean
 time, the measures pursued by Sir Robert had taken
 their course; and while I disavow any concern in
 them, I may add, that they proved fortunate in their
 event. Captain Harper returned on the 21st of May,
 after having prevailed on Hâfiz Rahmut to agree to a
 personal meeting with the Vizier; the consequence of
 which was, that on the 17th of June a treaty of alli-
 ance was concluded and reciprocally interchanged be-
 tween the Rohilla Chiefs and the Nabob Sujah Dowla;
 and a separate agreement on the part of the Rohillas,
 to pay 40 lacks of rupees to the Nabob Vizier for the
 expulsion of the Marattas, “ whether effected by
 “ peace or war; ten lacks to be paid on the imme-
 “ diate effect of his march, enabling the families of
 “ the Rohillas to leave the woods, and return to their
 “ habitations;” the rest in three years.

Both deeds were executed in the presence of General
 Sir Robert Barker, and his signature affixed to both as
 a witness to them. But the same act made him the
 guarantee of both; and virtually, by his representa-
 tion, extended the same obligation to the Company;
 for it has been shewn, that he was the instrument of
 the negociation, and that the Rohillas themselves had
 refused to treat with the Nabob alone, that is, without
 the junction of the English name and faith with his.

Thus it appears, that by a regular and natural grada-
 tion of events, the government of Bengal found itself
 entangled in the first movements of a war which it had
 sought to avoid, but which was in its principle and

object

object defensive; and though extending beyond the line of its prescribed operations, had been recently marked out as an exception to it by the Court of Directors, in their general letter of the 28th of August 1771, which is that to which the Select Committee alluded in their instructions to General Sir Robert Barker of the 30th of April; and that whether the measures which led to this crisis of affairs were right or wrong, or whether the events which produced it might or ought to have been diverted into another direction, I myself have no concern in either question. The movements of the machine (if I may be allowed the figure) had received their first impulse from other hands, before the charge of it could be affirmed in any sense to have devolved to mine, and were independent of me. In this state, progress, and direction, I received the share allotted to me in its management; and to these, even in the subsequent conduct of it, my judgment was necessarily compelled to bend itself, whether I approved of the past, or disapproved it.

I entreat the permission of this Honourable House to proceed in my narrative in the words of my letter, written on the same subject, and for a similar purpose, to the Court of Directors, on the 3d of December 1774. Some claim I may be allowed to an indulgence of time for my reply to the other multiplied and voluminous Charges existing against me; the laboured production of years requiring days for their refutation: I shall hereby avoid the delays of reference and compilation, and can with confidence offer this recital as genuine, since it was written with the fresh impression of the facts and events which appertain to it; and with it I shall close my defence against the first Charge exhibited against me.

EXTRACT of a Letter to the Court of Directors,
dated 3d December, 1773.

In the beginning of the year 1772 the Marattas invaded the country of the Rohillas, which, after a short but ineffectual opposition at Sukkertol, was left at large, exposed to their ravages. The Vizier, alarmed at their approach to the only part of his dominions which was easily accessible by such an enemy, applied with such earnestness to Sir Robert Barker, who was at that time with him, for the assistance of an English force, and the General thought the necessity so urgent, that of his own authority he sent orders to the first brigade, which was stationed at Dinapore, to march instantly into the province of Oude. The Board, disapproving this irregular proceeding, refused their confirmation of it, and the brigade having reached the length of Benaris, remained there till the beginning of June, and then returned to its former station. The Vizier, availing himself of this movement, offered his protection to the Rohillas, and entered into a general treaty of alliance with the chiefs of that nation, and a separate one with Hafez Rhamet Cawn, their principal, who, in their name, and with their authority, engaged to pay him 40 lacks of rupees for that support, whenever the Marattas evacuated the country. Translations of both treaties are recorded at length in the consultation of the 23d July, 1772, and the original of the letter is in the actual possession of the Secretary, attested by General Barker, who was present at the ratification of both.

On the approach of the rainy season the Marattas evacuated the country, and the Vizier demanded the stipulated recompence from the Rohillas, but they evaded the payment.

In the latter end of 1772, the Marattas having extorted from the King a grant of the districts of Corah and Kurrah, which had been ceded to him by the Company for the express purpose of maintaining his dignity,

were preparing to take possession; and as this acquisition would have made them masters of the whole tract of country lying between the rivers Ganges and Jumna, and bordering upon the province of Oude, the Vizier again applied for assistance to repel such dangerous neighbours.

The proceedings of the late Council, in their secret department of the 1st Feb. 1783, treat this subject very largely, and show how much they considered not only the safety of the Vizier, but even of the Company's possessions, to be endangered by this formidable encroachment of the Maratta state. It was ultimately concluded to comply with the requisition of the Vizier, by sending the first brigade for the protection of his dominions against any attempt which the Marattas might make on them; and also determined to prevent their design on Corah, by taking prior possession for the Company, who had certainly the best title to it when the King could no longer keep it. It was not to be supposed, that the Marattas would quietly submit to the loss of a territory, which they had used the most perfidious means to obtain; and every precaution was therefore necessary to guard against their efforts to recover it.

The Company's orders of 28th August, 1771, expressly allowed the necessity of departing on some occasions from the limited plan which they had for a long time past enjoined; and in consequence, the Rohilla country, north of the Ganges, was included within the line of action prescribed to the General in his instructions; because, if the Marattas, either by the defeat, or, which was as likely to happen, by the desertion of the Rohillas to their cause, should gain a footing in that country, nothing could oppose their entering into the province of Oude, and laying it waste, in spite of any attempt of our forces, united with the Vizier's, to prevent them. The map which accompanies this, will demonstrate the truth more powerfully than any verbal argument.

It was not to be supposed, that the Marattas, whose ambition for some years past had aspired to universal conquest,

quest, and who had extended their arms from the center of the Balaghaut to the northern extremity of Indostan, should sit down contented when they had added the Douab, Corah, and Allahabad to their dominions; on the contrary, there was every reason to apprehend, and it was publicly reported in their own camp, that they would next carry their operations into the country of the Vizier, and even into the Company's own possessions.

On the grounds which I have described, it was agreed to maintain the province of Corah against the Marattas, and afterwards to extend our arms beyond the prescribed line of the dominion of our ally into the Rohilla country, by a discretionary latitude allowed the General, as above-mentioned, which he accordingly made use of, by marching the brigade as far as Ramgaut; and we have the strongest reasons to believe, that it was attended with every immediate advantage which we had projected from such a measure, as the Marattas lay during the whole campaign of 1773 in the neighbourhood of our army, but without daring either to cross the river, or to approach the borders of Corah; and before the setting-in of the rains of that year, their domestic troubles obliged them to return to their own proper dominions.

Of the resolution to enter the Rohilla country for its defence against the Marattas, the Court of Directors were first advised by the general letter by the

of the 31st March, 1773, which arrived in England long before the departure of the transports. The effectual protection then afforded the Rohillas, and the departure of the Marattas, having established beyond all contest the right of the Vizier to the 40 lacks, which had been stipulated for this important service, and which, by the terms of the engagement, were really due the preceding year, on the retreat of the Marattas from their country, he demanded payment of Hafez Rhamet Cawn, who refused it. The Vizier also accused him of having secretly encouraged the Marattas, and sent them a supply of money; and, if I mistake not, General Sir Robert Barker, in some

of his letters, mentions the same circumstance. The plea of justice thus coinciding with the principles of sound policy, which dictated to the Vizier the necessity of securing himself against the intrigues and perfidy of the Rohillas, who, from their situation, were most capable of hurting him in his contests with more powerful enemies, and from their natural weakness, and the jealousy inseparable from it, would ever seek their safety in fomenting or joining in attempts against him, he formed the design of invading and reducing their country. As his own strength was unequal to such an undertaking, he solicited the aid of this government for effecting it, and made an offer of 50 lacks of rupees to be paid on his accomplishment. As this proposal was urged in the warmest terms, both in person to Sir Robert Barker, and in his letter to me, and this had long been a favourite project of the Vizier, the Board judged with me, that it might afford a fair occasion to urge the improvement of our alliance, by obtaining his assent to a more equitable compensation for the expence attending the aid which he occasionally received from our forces, and to free the Company from the embarrassment to which they might be subjected by retaining the property and possession of the remote districts of Corah and Illahabad. For this purpose it was agreed, that I should write the following letter to the Vizier, which I beg leave to quote at large, because it fixes the source of those engagements, which took place by a progressive train of measures, and terminated in the Rohilla war; and will mark, at least, that this was not the effect either of a precipitate and unweighed resolution, or a tame acquiescence in the Vizier's schemes of ambition, but the result of a long deliberation, originally devised, and consistently employed as an instrument of promoting the interest of the Company, or perpetuating the dependence of their ally, and converting it to a channel of utility.

Fort William, 21st of April, 1773.

" I have received your Excellency's letter, mentioning the particulars of your operations against
" the

" the Marattas. You promise to the General, that
 " whenever the Marattas should be driven out of the
 " Rohilla country, and Hafez Rhamet Cawn shall ful-
 " fil his agreement of 40 lacks of rupees, you will give
 " half that sum to the Company; and that, should the
 " Rohilla Chiefs be guilty of a breach of their agree-
 " ment, and we will thoroughly exterminate them, and
 " settle your Excellency in the country, you will in
 " that case pay the Company 50 lacks of rupees in
 " ready money, and exempt them from the King's
 " tribute. Upon the same subject the General has
 " also written to me fully. Every circumstance which
 " you have written to me I consider as a proof of the
 " cordial attachment which subsists between us, and of
 " the confidence and reliance which you place in the
 " friendship of the English Company; but the points
 " which you have proposed require much considera-
 " tion, and the previous ratification of a formal agree-
 " ment, before I can assent to them; otherwise I might
 " incur the displeasure of my employers.

" It is true, that I have long thought that the union
 " of the Rohilla country with your's, either by sure
 " and permanent obligation of friendship, or by re-
 " ducing it to obedience, if they should render such an
 " attempt justifiable by any act of enmity or treachery,
 " would be an adviseable point for you to attain; be-
 " cause by that means the defensive line of your domi-
 " nions would be completed, by including within it all
 " the land lying on that side of the river Ganges, and
 " you would be in no danger of an attack on that quar-
 " ter, whenever the Marattas should commit disturb-
 " ances in another. But it appears to me, that this is
 " an object not to be attained by an occasional view of
 " that country; and its distance from the provinces of
 " Bengal will not admit of the continuance of the Eng-
 " lish forces longer than the period which remains of
 " dry weather.

" You will please to remember they were sent for
 " your assistance, and to defend the province of Ko-
 " rah against the Marattas. Thus far only am I au-
 " thorized, by the commands of my superiors, to em-
 " ploy

" ploy them beyond the limits of their own possessions;
 " and even this is the cause of an heavy loss and risk to
 " their affairs, especially in the expences of their
 " troops and stores, and in the absence of so great a
 " part of their force, which was originally destined for
 " the sole defence of the countries dependant on
 " Bengal.

" You have frequently repeated in your letters the
 " remark, that to wait till the enemy was at your door,
 " and then to write for the assistance of our forces,
 " would answer no good purpose; but that every year
 " the same cause would require their return to the same
 " service, and pass without effecting any purpose of
 " real advantage. My friend, all this is true; but it
 " proceeds from the want of proper measures having
 " been previously taken, and from the imperfect foot-
 " ing on which affairs between us have been establish-
 " ed. The concern which the Company take in your
 " safety, and the duties of friendship which their com-
 " mands and our own inclinations equally enjoin us
 " to observe inviolably to their allies, and especially
 " to one so closely united by an approved attachment
 " to them, would not suffer us to withhold our aid
 " when your affairs require it; but it has always been
 " with reluctance that we have suffered the army to
 " pass the frontiers of our own country, because the
 " loss and inconvenience attending it was certain; and
 " although, joined with your forces, there is no cause
 " to fear the most powerful efforts of our enemies, yet
 " the events of war are at the disposal of the Almigh-
 " ty; and the only fruits which the most splendid suc-
 " cesses can afford us are, the reputation of having
 " maintained the faith of our alliance, in opposition to
 " every incentive of self-interest and self-defence. Thus
 " circumstanced, we are precluded from deriving any
 " benefit from your support; and ours can only afford
 " you a relief from present danger, without any pro-
 " vision of future security. For these reasons, I have
 " often wished for a personal interview with you, for
 " the purpose of removing difficulties, and perpetuat-
 " ing the alliance with your Excellency on terms more

" suitable to our mutual interests. Your Excellency
 " also hath repeatedly expressed the same inclination:
 " I therefore write, that if your affairs will at this sea-
 " son admit of your giving me a meeting, I will hasten
 " to obtain it as soon as I am able, after the receipt
 " of your letter in reply to this; if otherwise, I must
 " wait for it at some more distant period, as the affairs
 " of this government will indispensibly require my pre-
 " sence at this place after three or four months, and
 " it is uncertain when I shall again have an interval of
 " leisure for such a journey. In the mean time, your
 " Excellency and the General are at a great distance
 " from the province of Corah, and the affairs of that
 " province require the presence of a person on the
 " behalf of the Company, to regulate and take charge
 " of it, until it shall be hereafter determined in what
 " manner it shall be finally disposed of. I have judged
 " it adviseable to depute Mr. James Lawrell, a Gen-
 " tleman of the Council of Calcutta, on this service,
 " and he will set out accordingly in a few days, which
 " I hope you will approve."

The allurements thus held out to the Vizier succeed-
 ed. He proposed, in reply, a meeting with me at Be-
 naris, which took place accordingly. I found him still
 equally bent on the design of reducing the Rohillas,
 which I encouraged, as I had before done, by dwelling
 on the advantages which he would derive from its suc-
 cess; but objecting with great force the orders of the
 Company, restricting us from such remote schemes of
 conquest; to which I therefore could not assent, with-
 out such conditions obtained in return for it as might
 obviate their displeasure, and win their sanction to so
 hazardous and unauthorized a measure. I fear not to
 quote these expressions, addressing myself to fair and
 unbiassed Judges, who will not infer my real senti-
 ments from the style and arguments of a political ne-
 gotiation.

I told him, that the Company had drawn themselves
 into great distress by the enormous load of their mili-
 tary expences, one entire brigade being kept up for the
 sole

sole purpose of maintaining a connection with him, since it was useless and unnecessary to the protection of our own provinces. That if he wished, therefore, to avail himself of our aid, either in preventing, or even in repelling the designs of his enemies, he must agree to bear a more equal share of the burden of this expence, by paying the whole charge of the forces lent him for this service, while they were so employed. To this, after much contention, he assented; and the sum of 210,000 rupees, which the General computed to be the amount of the expence, was fixed as the monthly subsidy to be paid for the brigade, whenever it should pass the borders of the province of Bahar, on his requisition. Having obtained this point, which I considered in the light of a perpetual military fund, I easily yielded my assent to the Rohilla plan, on the stipulation of forty lacks for its accomplishment: ten lacks being deducted from his first offer, on account of the difference which had taken place in the subsidy.

This argument was no sooner made than he suddenly repented, desired to decline the war with the Rohillas till a more favourable conjuncture, when he should be less embarrassed by other engagements; agreeing, however, to the monthly subsidy, whenever his future occasions should oblige him to require the aid of our forces. Thus the Rohilla plan remained rather suspended than wholly abandoned, although it was left optional in our Government to reject or assent to it on a future occasion. Messrs. Lawrell and Vansittart, who were with me at the time, and to whom I made a daily communication, in writing, of the substance of every conversation which passed between the Vizier and myself, will vouch for the literal truth of this narrative, as corresponding with what I then repeated to them; and I believe it will appear from it, that although I had not engaged the Government, by any express obligation, to comply with any future application of the Vizier to support his pretension on the Rohillas, yet, as the most essential article of the Treaty had originated from this design, and had been yielded to in consideration of my agreement to engage in it, it would have been dishonourable

nourable to decline the undertaking, when proposed under circumstances as favourable to its success, and the general interests of the Company, as they were when I first offered to engage in it. Soon after my return to Calcutta, the Vizier renewed the proposal for invading the Rohillas; and repeated his desire of engaging in it on the conditions before agreed upon. A variety of arguments concurred to favour it at this particular time, none to oppose it. The Marattas were so much occupied by their own dissensions, that they could not even defend their possessions in the Douâb, much less were they likely to interrupt our operations against the Rohillas: The King had no means of interference but by his General, Nudgeff Cawn, for whose attachment we had stronger security in his interest, and in his fear of his rival, Abdul Ahed Cawn, than his master had in his allegiance. The Rohillas were too weak to resist so powerful an attack; and as their country was open and undefended, either by defiles, woods, or fortresses, and in its greatest extent did not exceed 200 miles, its entire subjection did not require any length of time.

To these inducements, which apply only to the success of the undertaking, other motives, equally powerful, engaged our attention to it, as a measure necessary to the interests and safety of the Company.

All our advices, both public and private, represented the distresses of the Company at home as extreme.

The letters from the Court of Directors called upon us most loudly for ample remittances, and a reduction of our military expences. At the same time, such was the state of affairs in this Government, that for many years past the income of the year was found inadequate to its expence; to defray which, a heavy bond debt, amounting at one time to an hundred and twenty-five lacks of rupees, had accumulated. The Board had bestowed much labour and time in the retrenchment of their expences, but much remained yet to be done; and the regulations which they had already formed, required time to produce any visible effect.

By allowing the Vizier the military aid which he required, a saving of near one-third of our military expences would be effected during the period of such a service; the stipulation of forty lacks would afford an amply supply to our treasury, and to the currency of the country; the Vizier would be freed from a troublesome neighbourhood, and his dominions would be made more defensible, while his alliance with the Company subsisted, by being completely shut in between the river Ganges and the mountains; and his dependence on the Company would be increased by that extension of his possessions, as he himself was incapable of defending even his ancient possessions without our support.

For a more ample discussion of these arguments, I beg leave to refer to the consultation in the Secret Department of the 26th November 1773; in which it was concluded, after a long debate, to consent to the Vizier's requisition. As a precaution against any effects which were to be apprehended from the Vizier's irresolution, the conditions originally accepted for this engagement were dictated to him in the form of a letter to be written by him, in which a clause was inserted, that whether the country was conquered, or a peace concluded between him and the enemy, the stipulation for the payment of forty lacks should become equally due.

Of this engagement I shall speak more hereafter.

On the 24th February, 1774, the second brigade arrived within the territory of the Vizier.—On 17 April, the united forces entered the borders of the Rohilla dominions; and, on the 23d of the same month, engaged and defeated the Rohillas, with the death of their leader, Hafez Ramet Cawn. From that period the conquest of that country may be dated, no material opposition having been since made.

On the 6th of October, the war was finally concluded by the treaty with Fyzoolla Cawn. Fifteen lacks of rupees, which he engaged to pay the Vizier in ready money, were to be immediately appropriated to the payment of part of the stipulation of forty lack due from the Vizier to the Company; and we are informed,

ed; that the Vizier has returned with expedition to Fyzabad, for the exprefs purpose of discharging the remainder.

The subsidy had been punctually paid to the end of September, by the last advices received on that subject from Colonel Champion, dated 24th October.

I now proceed to answer the objections which have been urged against the propriety of this undertaking. These may be reduced to the following heads:

1st. That it was contrary to the exprefs, peremptory, and repeated orders of the Company.

2d. That it was contrary to the repeated declarations and promises of the Board.

3d. That it was unjust.

4th. That it exposed the Company to the hazard of an indefinite or an endless war.

5th. That it might have involved the Company in a war with the Marattas, and may still draw on us their future resentment.

6th. That by the removal of a third part of the whole military establishment to so great a distance, our own provinces were exposed to danger.

7th. That by aggrandizing the Vizier, it might render him a dangerous neighbour, and deprive the Company of the benefits of his alliance.

8th. That it was resolved on precipitately without a formal treaty, the conditions of it appearing only in a letter from the Vizier, where they are loosely expressed, and liable to evasion.

9th. That the condition which the Vizier expresses, that the brigade should never depart without his permission, was an instance of arrogance in him, and of an unbecoming submission in the late Administration, and might prove the cause of their being detained for ever.

In the above Articles, I have not confined myself to the public records, but have endeavoured to collect the substance of all I have seen or heard upon this side of the argument, and have chosen to clothe it in my own language; that which I have found prepared for me

not being in every instance such as I allow myself to use, even in retaliation of personal injury, much less in application to measures which immediately regard myself.

I shall reply separately to each.

First. I have read over, with great attention, all the letters which have been received from the Honourable Court of Directors since the year 1769, and long ago abstracted all the paragraphs written within that period upon the subject of the Company's political concerns, those having been given me for my special guidance in my negociations with the Vizier the last year at Benares.

I find nothing contained in any of these which expressly applies to the case in question. I meet with injunctions to avoid new connections.

“ To endeavour to keep peace in Bengal, and with
 “ the neighbouring powers, and to confine our views
 “ to the security and tranquillity of Bengal; not
 “ to acquire further possessions, but to advert to the
 “ good management of those which we have; to in-
 “ cline to those few Chiefs of Indostan, who are in a
 “ condition to struggle with the Marattas; to defend
 “ the King's person, and the districts of Corah and
 “ Allahabad, which is mentioned as an exception to
 “ their limited plan; to make known to the powers of
 “ India, that it is by no means the intention of the
 “ Company to encroach upon their neighbours, or to
 “ acquire an extension of dominion by conquest: That
 “ they regard, with a jealous eye, the increasing power
 “ of the Marattas; and that it would be bad policy to
 “ take part in any operations, which might weaken the
 “ few remaining Chiefs who are in a condition to op-
 “ pose their encroachments.”

But the following extracts are so pointedly opposite to the subject, that I shall take the liberty to quote them at large.

“ It is with the most serious concern we learn from
 “ your late advice, that the incursions of the Marattas
 “ had

" had spread such a terror and despondence into the
 " minds of those Powers which were the remoter bar-
 " rier of our possessions, that the irresolution and timi-
 " dity of the most potent of them have given rise to
 " such successes, as have encouraged the Marattas to
 " invade the dominions of the King, and lay claim to
 " part of the territory of Sujah Dowlah.

" But the conduct of the Rohillas and Jauts is rather
 " a matter of concern than surprize to us, as the King
 " and Sujah Dowlah neglected that occasion to unite
 " with those powers effectually to repel the common
 " disturbers of the empire, and confine them within
 " the limits of their former possessions.

" To whatever causes this general timidity or su-
 " piness may have been owing, we find ourselves
 " equally affected, and the tranquillity of the provinces
 " endangered thereby; but as the projects of the King,
 " or the conduct of the Vizier, are at present too mys-
 " terious for us to decide on the motives of their inac-
 " tivity, and as we know not what alliances may be
 " formed to justify us in carrying our arms beyond the
 " bounds of their dominions, we are prevented from
 " proposing any precise plan for your guidance in this
 " respect; but should your subsequent advices enable
 " us to form a more certain judgment of the expedi-
 " ency of departing from the plan we laid down, we
 " shall communicate to you, by some early convey-
 " ance, how far we may be disposed to carry our arms
 " beyond the bounds of the provinces, or the territories
 " of our allies, and become the parties in an offensive
 " war.

" In the mean time, we trust your sole objects will
 " be the security of our possessions, and those of the
 " Powers with whom we are connected both by treaty
 " and interest; and as this appears to have been the
 " guide of your conduct upon the Marattas invading
 " the province of Corah, we with pleasure approve the
 " measures you have taken for defending the domi-
 " nions of the King and Vizier from their inroads and
 " depredations; more especially, as those measures are
 " not only justified by necessity, but are within the
 " line

"line which we have prescribed for your conduct in such a conjuncture."

"The line of neutrality is still recommended, but the Board are authorized to depart from it whenever the interests of the Company shall be endangered, or shall materially require it."

The directions promised us in the letter of the 28th of August, 1771, have never yet been sent us, nor have we since received any further lights to guide us on this important subject, which I presume to place to the account of the troubles which have embarrassed the Company at home.

From the above quotations, and the consistency which strongly marks all the orders on this subject, I apprehend it will clearly appear, that the principle primarily insisted upon by the Honourable Court of Directors, respecting their political and military operations, was to avoid the extension of territory, and this we have never attempted.

The prohibition of military expeditions, undertaken beyond the prescribed bounds of their own provinces, and those of their allies, on prudential and cautionary motives, or other causes, independent of territorial acquisitions, is only to be inferred from the tenor and tendency of their reasonings on the former subject.

It is evident, that it was not from inattention that their orders never expressed a prohibition of this kind, but that they rather avoided it from a conviction that it might be sometimes necessary, and because it would have been difficult to mark the limitations of it.

This conclusion I draw, not only from the two last paragraphs of their orders, which I have quoted at length, and which were dictated by the experiences of past advices, and a more intimate consideration of the subject, but even from their orders so far back as the 30th of June, 1769; in which, having declared against an extension of possessions in the first paragraph, they add in the third their "opinion, that the most prudent system they could pursue, and the most likely to be attended with a permanent security to the pro-

"vinces, would be to *incline* to those Chiefs of Indostan who yet preserve an independence of the Maratta power, and are in a condition to struggle with them."

But in the two last of the above quotations there is no occasion of logical surmises to discover the intentions of the Honourable Court of Directors; they tell us plainly, that it is their wish "to confine their views to the security of their own possessions, and those of their allies; but that they foresee the necessity, in certain cases, of carrying their arms beyond those bounds, and of becoming parties in an offensive war;" and they promise us an early communication of their instructions with regard to the lengths to which they will allow this doctrine to be extended. In their letter to the Presidency of Fort St. George, they authorize them, in express terms, "to observe no longer the neutrality so heartily wished for by them, in case they should judge it necessary for their interests to depart from it." And it is not to be supposed, that the Court of Directors would recommend one line of conduct for their government of Fort St. George, and an opposite one for Bengal; much less that they would admit of such a deviation from their former pacific plan on merely political motives, attended with an heavy expence, and yet prohibit it under circumstances which, in addition to the same motives, have every consideration of œconomy to recommend it, with the prospect of an increase to their finances, at a time when their distresses both at home and abroad, so urgently required such an increase, and their most peremptory commands (as I have already observed) rendered it the first object of our attention.

I presume to affirm, both for myself and the other Members of the late Council, that no period of the Company's annals has been more evidently characterized by an exact submission to their commands, than that in which I have had the honour to preside in the administration; and for the truth of this I dare appeal to the Honourable Court of Directors. But in cases to which their commands do not specially apply, to
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adopt such measures as at the same time approach nearest to the spirit of their general instructions, and tend most to the advancement of their interests, is the fairest test both of our obedience and fidelity.

We might have suffered the Marattas, under cover of the King's grant, to take possession of Corah and Allahabad, to have allied themselves to the Rohillas, or established themselves in that territory, and lain with their armies unmolested on the borders of the open country of our ally, the Vizier, till they had completed every preparation for invading it. Such a forbearance might perhaps have been vindicated by the plea, that the Company had promised, at the distance of two years preceding it, to furnish us with their instructions for a different conduct; and that, wanting those instructions, we took for our rule their latest orders on the subject, which enjoined us to confine our views to the bare security of our own possessions, and those of our allies. This might have been a sure way to guard our characters against legal imputation, although in fact it would have been inconsistent with the security required. But it is not by such cold and prudential cautions that the British name has acquired such lustre in India, nor that the British empire in Bengal is likely to be perpetuated; neither is this the conduct which the Company demands of us; their orders are informed by a more liberal spirit, and allow, in such cases as are not reducible to fixt and invariable positions, a discretional latitude for the zeal of their servants to exert itself for their security. I cannot better illustrate this, than by following the extract of their general letter, dated the 30th of June, 1769, paragraph 5. "We esteem ourselves bound by treaty to protect the King's person, and to secure him the possession of the Corah and Allahabad districts. When we wrote, the 11th of November, 1768, we apprehended the consequences of keeping the brigade at Allahabad would be creating in Sujah Dowlah a jealousy that would involve us in fresh troubles, having at that time no cause to esteem him an enemy; but, impressed as you were with an opinion of his hostile intentions

" and

“ and growing strength, at the time of the dispatch of
 “ the Valentine, we shall not blame your caution for
 “ deferring the execution of our orders for its removal;
 “ nor shall we at this time attempt to give positive
 “ directions for your conduct, which in such critical
 “ cases ought seldom to be done, and in which the
 “ situation of affairs may be varied by unforeseen
 “ events, at the very moment we are writing; but hav-
 “ ing given you, with as much precision as possible,
 “ a general view of the system by which we wish to
 “ have our affairs regulated, we must leave it to you to
 “ improve, to the utmost of your power, every oppor-
 “ tunity of drawing towards that point; and whenever
 “ you think yourselves obliged, for our security, upon
 “ emergent occasions, to adopt measures of a contrary
 “ tendency, you are to give us very full reasons for
 “ such a deviation, and endeavour to return to the
 “ path we have marked out as soon as circumstances will
 “ admit.”

2d. The second objection is partly true. The
 board have repeatedly declared, in their general let-
 ters to the Court of Directors, their intentions to ad-
 here to the defensive plan recommended to them, and
 to confine their military operations within the limits
 of the Vizier's territories, and such were their determi-
 nations when those letters were written; but, at those
 times, they had not fully experienced the inconve-
 niencies which attended our engagements with the
 Vizier in the prosecution of that system, nor had the re-
 medy occurred which since presented itself, in the
 conditions offered for prosecuting the Rohilla enter-
 prize, and which has been successfully applied. Our
 treaty of alliance obliged us to support the Vizier,
 when his possessions were threatened with invasion, at
 an heavy increased military expence, and the exporta-
 tion of our currency with our troops. For three suc-
 cessive years these inconveniencies had recurred, and
 it was impossible to say how often they might recur.
 At last an occasion took place, when, by a slight de-
 viation from the defensive plan, our alliance with the
 Vizier might be converted into solid advantages, the

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employment of our troops, made to save near a third part of our military expences, and the success of their operations to bring a large flow of currency, not only into the Company's territories, but into their treasury: in effect, the very same reasons which before urged us to shun every military expedition, namely, the expence attending it, and the exportation of our currency, now operated in the contrary direction, and recommended the employment of our army for the purposes of reducing our expences, and adding to our currency.

The preceding argument respects only the general subject of foreign expeditions. It has been urged also, as an argument against the particular case in question, that the board, when they adopted the measure of the Rohilla war, were themselves convinced of the impropriety of it, from the declaration made by them repeatedly, in their letters to the Court of Directors, of their wish and hope that it might not take place.

Upon this I beg leave to offer the following reflections:

A consistency of measures, is difficult to be preserved among a body of men, because an accidental majority may occasionally decide for contrary resolutions; yet such a case has never happened at our board. A consistency of opinions is not to be expected: The proposition for the Rohilla war, after having passed the Select Committee, was debated for three successive days in council, in which the board met, as I recollect, both morning and evening to discuss it; no two members agreed exactly in opinion, and it was difficult to reconcile them; at last they came to a final agreement, to leave it to me to accommodate my own as nearly as I could to the collective sense of the whole; which was done with much management, and the proposition was agreed to in the manner in which it stands in consultation 26th November 1773.

My sentiments were the same invariably from the beginning, as will be seen from my report to the Board of my proceedings at Benares, and my minute entered in the consultation above referred to. Private letters

are not commonly admissible as authorities; but on this occasion I cannot produce a stronger, both of my own fixed opinion from the first movement of this proposition, and of the apprehension which influenced the Board, and, I confess myself, also against it, than in the following extract of a letter which I wrote to a Gentleman in the Direction by the first dispatch after my return from Benares:—"I was glad to be freed from the Rohilla expedition, because I was doubtful of the judgment which would have been passed upon it at home, where I see too much stress laid upon general maxims, and too little attention given to the circumstances which require an exception to be made from them. Besides this, an opinion still prevails of the Vizier's great power, and his treacherous designs against us; and I cannot expect that my word should be taken as a proof of their non-existence: On the other hand, the absence of the Marattas, and the weak state of the Rohillas, promised an easy conquest of them; and I own, that such was my idea of the Company's distress at home, added to my knowledge of their wants abroad, that I should have been glad of any occasion to employ their forces, which saves so much of their pay and expences."

When the measure was determined upon, and we had come to a general agreement, I was averse to introduce any new subject of debate, and therefore easily acquiesced in the expression of a wish entertained by the Board, which might be construed as inconsistent with the resolution we had taken. My sentiments of the propriety of the expedition had undergone no change; but I will not deny, that I felt myself influenced by the same fears which operated in the other Members of the Council, that the propriety of the measure might not be seen in the same light by our constituents; which we knew, from the temper of the times, might not only draw upon us their severe resentment, but aggravate the load of popular odium which has of late fallen on their servants; and, if I

mistake

mistake not, these reasons are assigned in express terms upon our proceedings.

3d. The engagements between the Vizier and the Rohillas, which have been already quoted, sufficiently evince the justice of the attack upon them. They agreed to make him an acknowledgment of 40 lacks of rupees upon certain conditions—he performed those conditions; and they refused payment of the money they had promised.

4th. No political transaction can be mathematically demonstrated to be totally free from danger. The probable advantages must be weighed against the probable disadvantages: When the present measure was undertaken, there was every reason to expect that it would be speedily brought to an happy conclusion; and the event has proved that our expectations were well grounded.

5th. The Marattas did not possess, nor had any claim upon any part of the Rohilla country on the north of the Ganges, when we undertook to assist the Vizier in the conquest of it. They might with much more reason have attacked us for opposing them in their designs on the Corah districts, of which they had obtained a grant from the King; but in fact, a timid conduct would have been more likely to involve us in a war with them, than either of these measures.

Had they been allowed to subdue the Corah district and the country of the Rohillas, the Vizier's territory would have been open to their incursions; their numerous horse might have plundered it, in spite of the efforts of our infantry, and their continued ravages might have obliged him to come to an accommodation with them, as was once apprehended, on terms which would have afforded them an easy entrance into our own provinces. In short, we are much better secured against their attacks than we otherwise should have been; and the better we are secured, the less will they be disposed to attack us.

6th.

6th. In reply to this objection, I will in the first place affirm, that, merely for the defence of our own provinces, two brigades upon the present establishment are sufficient; a third is necessary to add to our influence amongst the powers of Indostan, to support our alliance with the Vizier, and to answer other exigencies which may happen at a more remote period of time. Upon the late occasion, when the Rohilla expedition was undertaken, our apprehensions of an invasion from the French had entirely ceased; the dissensions among the Marattas fully employed them at home, and are mentioned among the secondary inducements in favour of the undertaking; there was no other enemy from whom we could have the least apprehension of danger. Such was the occasion to be embraced for effecting our purpose, by a temporary employment of a third part of our forces; and under such circumstances (even without reckoning upon the acquisition which was the immediate object of the enterprise, to reduce the Company's military expences, by employing that proportion of their troops which was superfluous for the purpose of their own defence) was a great and manifest advantage; but when the stipulated acquisition of 40 lacks, and the political advantages resulting from the measure, are superadded, the visionary idea of danger, which did not exist even in imagination at the time the expedition was undertaken, can have no weight as an objection; especially as, from our own knowledge of the open and defenceless state of the Rohilla country, we were morally certain that the undertaking would soon be brought to an issue. By our ancient treaty with the Vizier, we are bound to assist him with our forces within his paternal dominions; and the distance between their borders and the remotest part to which our troops have marched is only 200 miles. I will only add, that so long as no immediate danger threatens our own provinces, it is my earnest wish that one of our three brigades might constantly be employed with the Vizier, as well to save so large a proportion of expence to the

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Company, as to prevent the ill consequences of total inactivity to our army.

7th. The addition of territory acquired by the Vizier, instead of raising him to be a dangerous neighbour, serves to render him more dependent upon us than before; as he has more occasion for our assistance to enable him to maintain it, and to support him against the claims of other powers. If his increase of wealth be an object of jealousy, let it be considered how largely the Company share in it. From September, 1773, to September, 1775, the sums we have to receive from him, by our late engagements, amount to 130 lacks of rupees.

8th. I have already remarked, that the first proposition for the Rohilla war was made by the Vizier, in a letter which I received from him in June, 1773; that it was employed afterwards in the negotiations at Benares, as an instrument for winning his consent to the payment of the full expences of the troops employed in his service; and that it was not finally resolved on till the 26th November, after the most ample discussion in the Select Committee and in the Council; it was not, therefore, precipitately resolved on. It is true, that no formal treaty was executed for the conditions on which we were to assist the Vizier; nor did the occasion, which was only temporary, require it. The multiplication of treaties weakens their efficacy, and therefore they should be reserved only for very important and permanent obligations. The form which was dictated to the Vizier for the letter which was to describe the conditions of this engagement, it is true, is not of itself sufficiently clear; but it is explained by my letter which accompanied it, and the reference therein made to the conditions which had been formerly proposed at Benares, as they stood in the three first Articles of the draft which had been prepared for the treaty before the Rohilla expedition was suspended. For the fuller elucidation of the subject, these Articles are here sub-

subjoined. The two first had been agreed to by the Vizier; to the third he objected, wishing rather to engage for the payment of the whole sum at once, when the conquest was completed. It is fortunate that the latter mode was adopted; the completion of the conquest having been actually effected, and the stipulation, although objected to by the Vizier when first demanded, after the defeat of the Rohillas, having since been acknowledged by him to be due.

The three first articles of the first draught of the treaty.

1st. "Whereas the Rohilla Chiefs, in the month of June 1772, entered into a treaty with the Vizier, in the presence and with the concurrence of General Sir Robert Barker, by which they engaged to pay him 40 lacks of rupees for his assistance against the Marattas, and which treaty they have treacherously broken; it is therefore agreed, that a brigade of the Company's forces shall join the Vizier, and assist to punish them, and that he shall pay the whole of its expence. By a brigade is meant two battalions of Europeans, one company of Artillery, and six battalions of Sepoys; and the expence is settled at Sonaut rupees 2,10,000 per month. The Company's troops shall not cross the Ganges, nor march beyond the foot of the hills. The Vizier shall retain as his own that part of the Rohilla country which lies on the north east side of the Ganges; but, in consideration of the Company's relinquishing all claim to share in the said country, although it is to be conquered by their joint forces, the Vizier engages to make them an acknowledgment of forty lacks of rupees, and in future to defray the whole expence of the Company's troops, agreeable to the date abovementioned, whenever he has occasion for their assistance, notwithstanding it is stipulated in the second article of the treaty of Allahabad, concluded by the Vizier and the Company on the 16th August 1765, that he shall pay only their extraordinary charges.

2. " The Vizier may retain the brigade aforesaid on
 " the abovementioned terms as long as he shall require
 " it, unless it shall be necessary to recall it for the de-
 " fence of the Company's own territories; and he may
 " employ them for the protection of any part of his
 " country; but they shall be kept together in one
 " body, and not dispersed on different commands, ex-
 " cept such detachments as the commanding officer
 " shall judge necessary in the time of actual service.
 " He may return the whole or part of the said brigade
 " whenever he has no further occasion for their ser-
 " vices, and he shall cease to defray their expences as
 " soon as they shall enter the province of Bahar. But
 " as the Company cannot risk the credit of their
 " arms, by allowing a smaller force to remain with the
 " Vizier than half a brigade, it is provided that he
 " shall either retain one half of the brigade, or return
 " the whole. Upon their dismissal, they shall depart
 " with all convenient expedition; and to prevent any
 " future disputes from arising on this subject, the time
 " of their march to the borders of this province shall
 " be computed at the rate of 5 co's per day, from the
 " place where they commenced their march.

3. " The Vizier engages to pay the 40 lacks of
 " rupees stipulated in the 1st article by monthly pay-
 " ments of 4 lacks, to commence from the end of the
 " month Rabbee Ulluwull, or 10th June 1774: but
 " should any accident (which God forbid!) oblige our
 " forces to retire from the Rohilla country, and pre-
 " vent the Vizier from obtaining possession of it, the
 " said 40 lacks shall not be demanded."

9. It was neither arrogant nor unreasonable in the
 Vizier to require, that since his entire dependance for
 the success of the enterprize which he had projected,
 was on the brigade of the Company's forces, the bri-
 gade should not abandon him while he was engaged in
 it, nor while the issue of it remained incomplete; nor
 can I devise any other condition which would have re-
 moved his apprehensions. If the Board judged the
 proposition reasonable, it certainly was not unbecom-
 ing in them to assent to it. It remains, therefore, to

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examine, whether it was reasonable, and whether this power granted to the Vizier was liable to danger or inconvenience.

I have already shewn, that the removal of the brigade to such a distance would not prove of danger to our own provinces, because it was not wanted for their defence; that it would be productive of no inconvenience, because it occasioned an entire suspension of the Company's payments during its employment. It is not to be denied, that there are possible cases, in which it may be wanted for the protection of Bengal; but these are out of the reach of all probability, and too remote to be quoted as an objection to the present engagement.

I am not apprehensive that the Vizier will insist on keeping the brigade continually with him; my fears are, that he may dismiss it; as there is every reason to wish its continuance with him, and none, no, not one, for its recall. When the brigade was formerly employed with the Vizier, and the share of its monthly expences defrayed by him was only 30,000, and afterwards 1,15,000 rupees per month, he never shewed any earnestness for its continuance with him beyond the duration of the particular service for which it had been wanted, but was ever ready to propose its return; it is not likely, therefore, that he should be more solicitous now for its perpetual residence in his country, at an expence to him of 25 lacks a year, which he must pay, and which his income, even with the late additions to it, can barely afford.

He knows, that whenever he shall require the presence of the brigade, it will be for our interest to grant it; and he will therefore part with it when his own occasions, which in this instance must be confined to the defence of his own dominions, no longer require it, that the charge of its maintenance may be shifted from his account to the Company's; and that he be subject to that burden only when he is an immediate gainer by it. This may suffice to shew the little risk we ran, had we absolutely engaged the brigade to him as long as he might choose to retain it: But in the

present case (as I have already explained in the preceding article) it was understood by both parties, and indeed is inseparable from the nature of the engagement, and the original conditions of our mutual alliance, that we might recall it, if required, for our own protection, not only without any imputation of breach of faith; but (unless it was done in so precipitate a manner as to defeat the purpose of the expedition) even without affording him a pretext for refusing the payment of the forty lacks."

Here I shall close this long quotation, and return back to the present occasion, only to collect all the scattered materials to their destined point.—I hope and trust, that I have now proved to this Honourable House, that the Rohilla war was not prohibited, but authorized by the Court of Directors; that it originated in measures which were purely defensive, and which were in train before my accession to the government; that my share of it was warranted by the strictest justice, in retaliation of gross perfidy and violation of faith; that it was undertaken with every well-grounded assurance of success; and terminated in great and permanent advantages to the East India Company.

Answer

Answer to the Second Charge.

KING's TRIBUTE and CESSION of CORAH.

THE second charge is divided into two parts—the stopping of the King's tribute, and the delivery of the provinces of Corah and Illahabad to Shujah Dowlah. I shall not find it necessary to take up much of the time of the Honourable House in my observations on these points.

When Shujah Dowlah invaded the Bahar province in 1764, the King accompanied him; and on his defeat at Buxar by Sir Hector Munro, he remained in possession of the victorious army. He had the name of royalty, but not the smallest degree of power. Every province of Hindostan might acknowledge his sovereignty, and strike coins in his name; but none of them made him any remittances for his support; nor paid the least regard to his orders. In this situation he accompanied our army to the neighbourhood of Benares, and there remained till we had completed the conquest of Shujah Dowla's dominions. The palace of Illahabad was then assigned him for his habitation; and at the treaty of Illahabad in 1765, Lord Clive and his council thought it proper, partly I believe from humanity, and partly from political motives, to give him for his support the provinces of Corah and Illahabad, and a tribute of twenty-six lacks of rupees from

Bengal. I do not mean to deny the validity of the treaty of Illahabad, and I avow the necessity of our adhering to it so long as the King remained under our protection; but I have given this short narrative of his situation, in order to shew that, by the terms of the treaty, he was under obligations to us, rather than we to him, and that we were not bound by ties of gratitude to subject ourselves to any inconveniencies on his account, more than our engagements absolutely required. It is not expressed in these engagements, either that the tribute should be continued to him, in whatever situation he should place himself, or that it should only be paid him during his residence at Illahabad; but certainly it would have been repugnant to common sense to have paid it nominally to him, but really to the Marattas, to strengthen them against ourselves and our allies.—This, however, is rather a justification of the Court of Directors, than of myself. It is sufficient for my exculpation, to shew that I acted in conformity to their orders. In their letter of the 11th of November, 1768, they say, “If he (the King) “flings himself into the hands of the Marattas, or “any other power, we are disengaged from him, and “it may open a fair opportunity of withholding the 26 “lacks we now pay him.” When he actually did fling himself into the hands of the Marattas, the tribute was accordingly withheld: the directors approved of its being withheld; and in their letter of the 3d of March 1775, written, I imagine, with the concurrence of his Majesty’s Ministers, ordered, that “no “further remittances should be made to him, without “their express permission.”

With respect to Corah and Illahabad, when the King granted them to the Marattas, we must either have let them fall into their possession—or have taken them to ourselves—or kept them for the King—or ceded them to Sujah Dowla: to have allowed the Marattas to possess them, would have been contrary to the tenor of the Company’s orders for some years before, and would have increased their power, which was already risen to an alarming height, and would have endanger-

ed the possessions of our ally, which we were bound to protect.

Had we taken them to ourselves, we should have excited the jealousy of Sujah Dowla, to whom they had before belonged, and weakened our alliance with him, which it was very much our interest to preserve and strengthen; and we should have been put to great inconvenience in defending countries so widely separated from our other possessions; for it ought to be remembered, that at that time the intermediate province of Benares did not belong to the Company.

To have kept them from the King would have exposed us to the same inconveniencies as the taking them to ourselves; and we could not be under the least obligation to do so, when he had abandoned them in opposition to the advice and remonstrances of our government, and had actually granted them to the Marattas. Had we advised him to throw himself into the hands of the Marattas, and they had extorted this grant from him, he might have had some claim upon us for the defence of them in his behalf; but when he did it in opposition to our advice, whether he granted them to the Marattas voluntarily, or suffered them to be extorted from him, this question could make no other difference, than that in the one case we might have considered it as a measure of hostility, in the other, only as a consequence of his imbecility; but in neither could we be bound to preserve them for him. When he had thus alienated the right, the right ceased of course to be his; and the question of right then lay only between the Marattas and ourselves, and they were our enemies.

I am charged, that is to say, the Council in their instructions to me are charged, with an inconsistency in having acknowledged the King's right to reclaim the districts of Corah and Illahabad, if he should make overtures to renew his former connection, and yet resolving not to yield this right, but in return for the surrender of another equally valid. This is no inconsistency. We certainly should have been entitled to some retribution for the repetition of a grant which
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he must have owed entirely and exclusively to our power; and with such good faith did we deal towards him that we began the business, by informing him of our intentions in his favour, and by requesting that he would send some person to us to treat for the restitution of these provinces. He did not avail himself of this offer, but left us with these provinces an incumbrance on our hands, and with no other expedient in our power but that of making them over to the Nabob Sujah Dowla, the nearest ally of the Company, and the first constitutional servant of the empire, to whom these provinces had originally and recently belonged. Equally consistent with these sentiments in the Council's letter of the 1st of March, 1773, which was principally intended to notify our resolution of not relinquishing these provinces to the Marattas; and it is peculiarly hard that not only my actions should be examined, but that every expression, whether of mine or of the Council's, should be criticised as a ground of Parliamentary Impeachment.

I have said, that the only remaining expedient, with regard to these provinces, was the measure we adopted of ceding them to Sujah Dowla. The tenor of the Company's letter of the 11th of November, 1768, which I have already quoted, implies, that they would have been satisfied had we allowed him to take possession of them without any pecuniary consideration whatever. By the agreement however, for 50 lacks, we procured to the Company a material assistance, at a time when the situation of their affairs very much required it, and when they had urged us in the strongest terms to find out for them every possible resource. Sujah Dowla was anxious for the possession of these provinces, not only for the advantage which he might derive from them, but on a point of honour, as being part of his ancient dominions; and he esteemed himself obliged to us for the cession of them, notwithstanding the price which he paid. Our alliance with him therefore was strengthened by the sense which he entertained of this obligation, and still more by the necessity of our assistance to support him against
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the claims of the Marattas to the same provinces; which would make him look up to us as his natural allies, and effectually preclude a possibility of what had sometimes been apprehended, an alliance between him and the Marattas, to our prejudice. It is true, a part of our army might be wanted to defend these provinces when they were Sujah Dowla's, as well as when they were our own; but in the one case we were only auxiliaries, in the other we should engage in the war as principals;—in the one case our troops would only be wanted occasionally, at his expence, in the other they must be constantly stationed there at our own;—in the one case their expences would be defrayed by foreign wealth, in the other they must be paid by remittances from Bengal; for there is every reason to believe, that in case of an invasion scarcely any thing could have been collected from the country. As to the stipulation with Sujah Dowla being inadequate, I will only observe, that Mr. Lawrell, who was sent to investigate the value, states the probable revenue in peaceable times, at Illahabad rupees 22,09,416. 11. 10; that Sujah Dowla had a claim to these provinces as well as ourselves; that it was with great difficulty I could persuade him to give so much as 50 lacks; and I am clearly of opinion it would have been better to have given them to him for nothing than to have kept them ourselves. Upon the whole I affirm, that the measures objected to me in this charge were perfectly consistent with justice; that they were productive of no one inconvenience, but, on the contrary, were highly advantageous to the Company. I flatter myself that this will appear equally proved to the judgment of this Honourable House; but that at least they will think me secured from censure by the very full approbation contained in the Company's letter of the 3d of March, 1775, with which I shall beg leave to conclude what I have to say on this subject; observing only, that it does not seem very candid in my accuser to take particular notice of the Company's orders, which he asserts that I transgressed, and of their disapprobation with respect to the

the Rohilla war, and totally to pass over in silence their orders which I obeyed, and their entire approbation on the matters contained in this his second Charge. The following are the words on which the Company were pleased to express themselves on this subject.

32. " Having taken into our most serious consideration the circumstances which induced our President and Council to suspend payment of the tribute to his Majesty Shaw Aalum, we must declare that his own conduct has rendered that measure not only expedient but absolutely necessary.

33. " We have heretofore signified our earnest desire to have his Majesty accommodated, if possible, with a suitable residence within the limits of Bengal, in order to avoid those evils which we soon found would result from a continual drain of the circulating specie of the provinces; but, notwithstanding we were assured that such residence would have been for the King's real advantage, yet as his Majesty discovered an aversion to the measure, we never abated in our attention to his person, which is fully evinced by the regular payment of the stipulated tribute. We thought it incumbent on us to lay our sentiments before his Majesty, but we took no steps whatever which could be construed as intending to restrain him from acting on the occasion as he should think proper. It was, however, with deep concern we observed the King's views were such as appeared to us altogether inconsistent with his circumstances: instead of availing himself of a situation so eligible as that which the provinces might have afforded him, his Majesty gave us early proofs that nothing less than the possession of Delhy could satisfy his desires; and the measures adopted and pursued by him for that purpose were utterly repugnant to the interests of the Company."

34. " The junction of his Majesty with the Marattas, the defeat of his army by their troops, and the cession of the provinces assigned for his support,

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“ were circumstances so alarming, that it *became the*
 “ *indispensable duty* of our President and Council to
 “ seize the opportunity which then offered for pre-
 “ venting those provinces from falling into the hands
 “ of the Marattas, who were not only become for-
 “ midable to our ally, Shujah ul Dowla, but were
 “ evidently aspiring to universal conquest.”

35. “ Although the provinces of Cora and Illaha-
 “ bad were reserved to the King by the treaty of 1765,
 “ we can by no means allow that his Majesty acquired
 “ by this treaty a right to resign them into the hands
 “ of our enemies. As the Vizier of the empire is
 “ the first officer under his Majesty, and as the ter-
 “ ritories in question were formerly held by the Vizier,
 “ we cannot but be of opinion, that our servants acted
 “ with propriety in committing them again to his
 “ management, when it became absolutely impossible
 “ for his Majesty to hold them in his own immediate
 “ possession. And as the King had not only with-
 “ drawn himself from our protection, and abandoned
 “ the countries assigned to him, but also continued,
 “ by his presence, to countenance the depredations
 “ of the Marattas, we fully approve the resolution of
 “ our President and Council, under these circum-
 “ stances, to suspend payment of the tribute to his
 “ Majesty, as we think the general principles of self-
 “ preservation warranted them to withhold resources
 “ which, if sent, they knew must fall into the hands
 “ of the Marattas, and which they had every rea-
 “ son to believe would be appropriated to the use
 “ of their army, and contribute towards enabling
 “ them to commit hostilities in our own provinces,
 “ or in those of our allies.

36. “ For the above reasons, we, upon the ma-
 “ turest deliberation, *confirm* the treaty of Benaris;
 “ and we also hereby direct that no further remittances
 “ be made to the King, without our express per-
 “ mission first obtained for the purpose.”

In the close of the Charge I am again accused of inconsistency, in having affirmed at one time that "we held the dominion of Bengal by the sword," "which I falsely declared the source of right, and "the natural charter of dominion;" and that at a later period I had declared, "that the sovereignty of the family of Shaw Allum is universally acknowledged, and that the Company still derives its constitutional dominion from their ostensible bounty." Any opinions, however accurately agreeing with themselves in their authentic construction, may be made to disagree, and even to contradict each other, by the mutilation or omission of the parts which composed their connection: I affirm, as a fact unquestioned, and unquestionable, that we derive our original title to our possessions in Bengal from the sword alone. What additional right the King's phirmaun gave us, it is unnecessary for me to examine. Thus much, however, I may be allowed to say, that it found us in possession, and that our substantial possession was never visibly mended by it. And all that the subsequent position ascribed to me affirms, is, that the sovereignty of the house of Timur, though universally acknowledged, no longer existed in substance, and that the Company had derived no more than the mere form or shadow of a grant from it; that it derived its *constitutional* dominion from its *ostensible* bounty; that is to say, that it gave what it could, and that what it did give was a mere name, though the acceptance of the intention might entitle the donor to a return of kindness, where it could be given consistently with our own policy. Let the whole of my declarations, as they stand in the Two Minutes which have been opposed to each other in the Charge, be read at large, and they will be found to contain these sentiments, and to be perfectly consistent with each other.

I have passed by One part of the Charge, because it shifts the ground of the accusation from me to my employers, and in that sense of it invalidates all the rest; but having done with all that related to myself, I now recur

recur to this :—It is stated, “ that the East India company having on their part violated the engagements, and renounced the conditions on which they received, and have hitherto held and enjoyed, the dewanny of Bengal, Bahar, and Orissa, from the King Shaw Allum, have thereby forfeited all right and title to the said Dewanny arising from the said grant; and it is free and open to the said king to resume such grant, and to transfer it to any other prince or state.” I hope this Charge, as it stands against the East India Company, will appear to be clearly refuted in the preceding arguments used in this Defence; for I have not rested my own justification simply on orders received, but have equally endeavoured to prove those orders consistent with good faith, strict justice, and sound policy. With respect to the inference drawn at the close of the preceding quotation, namely, “ that the Company have forfeited all right and title to the Dewanny arising from the said grant; and that it is free and open to the said king to resume such grant, and to transfer it to any other prince or state;” I will confess that when I first read it, in that anxious tenderness which a sense of wounded honour felt from the laboured and voluminous mass of accusations that lay before me, its instant impression on my mind was, that I had either uttered these sentiments, so repugnant to my duty as a servant, and to my loyalty as a subject, or that they followed as an inevitable deduction from some expressions that I might have unguardedly made use of: Nor can I yet, notwithstanding the change of their application, understand them to have been introduced into a criminal charge against me, but for such a purpose, since, with all my powers of conjecture, I cannot devise any other which could be meant by it.

I rely on the consciousness of my own undeviating integrity, and on the love which I bear to that country in which it has pleased God to place me, to affirm that I never did or could entertain, much less ex-

press, a sentiment so abhorrent to my principles as a man, and to my feelings as an Englishman; and if it can be proved that I have ever made use of such a doctrine, to become the advocate of any prince or state upon earth, in opposition to my own, I will acknowledge that I deserve to be punished with death, and my name to be branded with infamy.

Answer

Answer to the Third Charge, Part I.

B E N A R E S.

IT has been the fashion to give histories of Benares; but as far as I have had occasion to peruse them in Reports of the Select Committee, or in anonymous pamphlets, they are, for the greater part, fanciful and unsupported. I shall here detail as much as I am warranted by certain knowledge of its former and present situation, adopting, where I possibly can, the very words of the third Charge against me.

“ The territory of Benares is a fruitful, and has been “ (*and is at this day*)” an orderly, well-cultivated, and “ improved province. Its capital city may rather be “ considered as the seat of the Hindû Religion than “ as the capital of a province.” I am not certain of the period at which it was annexed to the Mogul Empire; but it is clear, by the *Ayeenée Acberée*, that it was a part of the Subah of Allahahad in Acber’s time. —Catrou (page 119) mentions a Rajah *Cawn* to have been subdued by Acber, whom I conceive to have been Rajah of Benares. However, the same *Ayeenée Acberée* asserts, that Sultan Mahmood Ghaznavée (the first Mahommedan invader of India) came to Benares in the 410th year of the Hejira, above 750 years since. After Acber, his son Jehân Gueer was undoubtedly master of it; and Daia Sheku, the eldest son of Shâh Jehân, son and successor of Jehân Gueer, resided a considerable time at Benares in a station of authority,

as we learn from his own preface to a book he compiled during his residence there. Aurengzeeb, his youngest brother, and successor to the empire after Shâ Jehân, has effectually displayed to posterity the power and sovereignty which *he* exercised in Benares, with a savage bigotry characteristic of his temper and policy, by a magnificent mosque which he erected on the scite (and even admitted into his plan a considerable part of the edifice) of an ancient and most superb Hindû temple. This mosque continues perfect to this day, and with its high-bounding minarets (which *he* also erected) overlooks the whole city. If Benares, in Acker's time, was a district of the Subah of Allahabad, it continued annexed to the same province in the time of Aurengzeeb, as we learn from Catrou (page 362;) it therefore never was considered a capital of any considerable kingdom, nor yet as a province annexed to the *Subah of Oude*. Benares is a naked defenceless city, situated so near to the almost-impregnable fortrefs of Chunar, that the possessor of the *one* may at all times be master of the other; and this accounts for its having been annexed to the Subah of Oude, some time since the invasion of Nadir Shah. Rajah Bulwant Sing, who resided at Benares with some degree of authority (but who never had permission to coin money, nor even the administration of criminal justice in the city itself) when the incursions of the Sha Chzadah, now the King Shah Allum, first drew the attention of the English to that quarter; and, far from being a great Lord (or *any* Lord) of the empire, he was a mere dependant on the Nabob of Oude, *Shujah ul Dowla*. He was originally Zemindar of a small Pergunna, call *Gungapoor* (by *purchase*, not by *Inheritance*, for his father, Munseram, was *not* a Zemindar) yielding a revenue of about 500l. a year. He had been patronized and employed by Sefdar Jung, the father of Sujah ul Dowla, and was gradually promoted to be *Aumil* or collector of Benares and Gazi-poor. He continued in that capacity to the day of his death, and *never was Zemindar of either district*. In the year 1764, when Sujah ul Dowla's affairs were

on the decline, Bulwant Sing made overtures to the Nabob of Bengal, Meer Jaffier, to join his army with such troops as he could muster. General Camac, who commanded our army at that time, warned the Governor and Council of Calcutta of the Rajah's perfidy; and so well were those gentlemen convinced of the truth of those allegations, that on the 6th of November of the same year, they wrote thus to Major Munro: "With respect to Bulwant Sing, *the double part he acted in the beginning of the war, sufficiently* warns us to put no confidence in him; and therefore, if he has not already been permitted to join you, or you have entered into no engagements with him, *we would have dispossessed him of his country, and his person, if possible, secured.*"—My predecessors, it may be here observed, both in *language and conduct*, equalled at least, or rather exceeded, every thing of which I am now accused. I have said that Bulwant Sing *never* was Zemindar of Benares or Gauzipoor; in proof of this, I appeal to Bulwant Sing's own proposals to Major Munro, dated the 21st November, 1764: "If you, Gentlemen, chuse to possess yourselves of Sujah ul Dowla's country, I will agree to hold the Sircars of Benares, Gauzipoor, Joinpoor, Bidigur, &c. on the same terms as I hold them from Sujah ul Dowla." Of *whose* country were the English supposed to intend a seizure?—Of *Shujah ul Dowlab's*. Who held the four sircars before mentioned?—*Bulwant Sing*. Of *whom* did he hold them?—Of *Shujah ul Dowlab*. By what denomination are they described?—*As Parts of Shujah ul Dowlab's country*. Every word of the proposal proves that Shujah ul Dowlah was *sovereign of those sircars*, and that a seizure of Shujah ul Dowlah's country necessarily included the seizure of Benares, Gauzipoor, Joinpoor, Bidigur, &c. Had Bulwant Sing possessed a separate territory, the conquest of *Shujah ul Dowlab's country* would not have been tantamount to a seizure of *Bulwant Sing's*. Had he been Prince, or Zemindar of those provinces, he would naturally and of course have named them, in his proposals, "*my sircars,*" or "*my*" "*zemin-*

“ zemindarry ;” and his *arzee*, or proposal, must, according to the universal custom of the country, have been signed by him “ Zemindar of the Mähals of Benares, &c. &c.” Through that whole war, which terminated in the entire defeat of Shujah ul Dowlah, Bulwant Sing’s conduct was alternately treacherous to his master and to us. His first junction with us is acknowledged by the Court of Directors, in the letter of the 26th of May 1768, to have been “ *of signal service to us,*” and I do not deny it; but the whole correspondence of the Bengal Government in the Years 1764 and 1765 proves that he *never did us any other service*: That he was a suspected, a faithless, and a dangerous ally; and that but for the treaty made with him by the commander of our army, the Governor and Council would have “ *seized his person, and transferred his districts to another.*” (See 2d Report of the Select Committee, pages 4 and 5, &c.) Bulwant Sing dying in August 1770, his son Cheyt Sing succeeded to his rights, as *Zemindar of Gungapoor*. The appointment of farmer or collector of Benares and Gauzipoor reverted of course to the Vizier his sovereign: I must observe, that in the translations of the Persian papers, both of those and the preceding times, great confusion occurs, in the application of peculiar and definite terms, with a loose and unguarded signification; for in twenty documents at least, quoted in the second part of the Select Committee, Bulwant Sing’s farm or *collection*, is styled his “ *Zemindarry.*” I need go no farther than the 5th article of the Treaty of Illiabad: (see 2d Report, 10th page): “ His Highness Shujah ul Dowlah engages in the most solemn manner to continue Bulwant Sing in the *Zemindaries* of Benares, Gauzipoor, &c. &c.” and in the 7th article of the same treaty, it is resolved “ *to restore to his Highness the country of Benares, and the other districts now rented by Bulwant Sing:*” Both of these articles cannot be admitted in their true and literal sense. If the *Zemindarry* belonged to Bulwant Sing, he could not be said to *rent* it, he paid tribute only. If the country did not belong to Shujah ul Dowlah, it could not be *restored*

to him. In short, the word 'Zemindarry' is used by our translators in a lax sense, to signify *district* or *province*: This is evident from the letter of the Bengal Government to the Court of Directors of 11th September 1770 (see 2d Report, 10th page): "In our former letter, Gentlemen, we expressed our sentiments of the consequence it was to your affairs, that the *succession* to the Zemindarry of Benares should *continue in the family*; but that it was a delicate point to accomplish with the Vizier."—Why was this a delicate point? The third paragraph of Mr. Burke's Third Charge, *peremptorily* states, that on the death of Bulwant Sing "his son Cheyt Sing succeeded to his rights and pretensions." The delicacy of the point consisted precisely in the want of right, for had Bulwant Sing been real and hereditary Zemindar, the succession would have gone to his son of course, there being in India no such custom as disinheritorance: This circumstance proves also, that Bulwant Sing was not the Zemindar; for in that case it must have devolved to him by inheritance: Instead of which, he writes to Rajah Shitabroy (see 2d Report, page 5): "If it is the intention of the English Gentlemen to take possession of Shujah ul Dowlah's dominions, I will agree to hold Benares and Gauzipoor, &c. which have long been under my jurisdiction, on the terms from the Company as I did from Shujah ul Dowlah." Here was precisely the place to have pleaded his *rights of possession*, and his *title by inheritance*: Instead of which, he only says, those places had long been under his jurisdiction, which (if any meaning be annexed to the words) must imply that they were not always so. I must quote another part of this Bengal letter of 10th September, 1770 (2d Report, page 11): "A jealous, suspicious disposition of the old Rajah, assisted by the distrust of their own children, inherent in the minds of the people of their country, may possibly have been the reason why the son was not included in the treaty of 1765; for had he expressed a wish to secure the Zemindarry in his own family, a doubt can scarcely

“ scarcely be formed, &c.”—But suspicious, *probably*, of the consequences that *his Son*, “ *should think he had a right to the succession*, his whole aim seemed to center in self-security, without the least attention to the good of his posterity.”—I answer, every word of this, if it be really applicable to Bulwant Sing’s state of mind, proves beyond a doubt, that *he was not the Zemindar*; for, as Zemindar, his son *must* have succeeded, in the language of the Charge itself; and it was a matter perfectly indifferent to the state of the case, whether Bulwant Sing expressed or did not express his wishes on that head: but if he really were “ *suspicious of the consequences that his son should think he had a RIGHT to the succession*,” it is demonstrable that he knew the son to have *no right*; for had he a right, Bulwant Sing could neither suppress a knowledge of it from his son, nor controvert its effects. It would have been a clear, entailed, hereditary estate, of which it was mutually indifferent to the father and to the son what each might separately *think*.—When Cheyt Sing, by the influence of the Company, was confirmed in the place which his father had held as Farmer or Collector for the Vizier, he paid, as a gift or Nuzzeranah, a sum amounting to nearly 200,000 pounds, and increased his rent near 30,000 pounds per annum; “ by which,” (Mr. Burke says) “ he became a *purchaser*, for valuable considerations of his right and inheritance in the Zemindary aforesaid.” I do not profess to understand *how* a man can be said to *purchase* of another that which the other *has not to sell*. To the *rights*, the charge expressly declares Cheyt Sing to have *succeeded* by the death of his father: the inheritance itself is that very right, so that Cheyt Sing purchased what he had already; and the actual functions of his office, the collection of the rents, and the government of the districts, &c. were obligingly thrown into the account*. Cheyt Sing *succeeded of course*

* But why did the Vizier exact £.200,000 on the death of Bulwant Sing?—Assuredly because, as sovereign of the whole country, he possessed and exercised the right of *levying fines*, and that

course to his father's treasures, (see Lieut. Col. Harper's evidence, Appendix to Second Report,) not by any testamentary form, not by any permission of the Vizier, not by any intermediation of his friends, but by *right of inheritance*. *Are there two or more species of rights of inheritance?* All that the father could call his own, came to the son; what he held of his sovereign reverted to its owner. The dignity, the power, the profit consequent on the government, were matters which the Vizier had a right to sell, and which Cheyt Sing might have a preference in purchasing, if the two parties could settle their terms. Bulwant Sing had saved great sums of money out of his government, by Colonel Harper's evidence; it was therefore an object to Cheyt Sing to succeed to his father's lease, even on terms somewhat less advantageous. The government or lease (or by whatever other title of possession Bulwant Sing had exercised authority in Benares) was, at the father's death, procured for the son; and as the general letter from Bengal, dated 31st October 1770, (see Second Report, page 11th) expressly states Cheyt Sing was "considered by the Vizier as holding *that country on the same terms as his father.*" Bulwant Sing, I have proved above, held only *in capite*; the son therefore, at this time, held only *in capite* also: and Colonel Harper, who acknowledges that Bulwant Sing had but *a life interest* in the lands, must be mistaken, where, in quoting from memory, he gives evidence that "the sunnud to Cheyt Sing was granted *to him and his heirs.*" It is allowed on all sides, that the *letter of the treaty of Allahabad did not extend to*

that to an arbitrary amount, as appears by the 2d Report of the Select Committee. I know not how we can deny the existence of many *despotic principles* in the Mogul system of government; but wherever *those* exist, the *powers* of the prince will be every thing, and the *rights* of the subject nothing. Shujah ud Dowlah *fined* Cheyt Sing £.200,000, and £.30,000 per annum; which, at only ten year's purchase, is £.300,000; in all £.500,000, for the mere investiture of what in the Charge is stated to be his *right of inheritance*. I, who was vested, by my station, with exactly the same powers as were exercised by Shujah ud Dowlah, never thought of a *greater fine*, as a punishment for the most flagrant offences.

Bulwant Sing's heirs (see Second Report, page 12th). The Vizier therefore was perfectly justifiable in refusing to acknowledge it farther; and in my deputation to Behares, in 1773, I procured a new treaty, for the express purpose of settling this point to Cheyt Sing's satisfaction. It may be remarked, that all the governing powers of Hindostan are extremely averse to any treaties or agreements which are declared to be *binding on posterity*; and I have had frequent difficulties in many negociations with the native princes on this head: they have always pleaded "that it was against the custom of their country." It must be admitted, that the Council in 1773 conceived *some* doubts to exist *somewhere* respecting the validity or the extent of the first stipulations in behalf of Cheyt Sing, or they would not have empowered me to *renew* them. And I am warranted in having declared in my narrative, "that Cheyt Sing obtained from our influence, *exerted by* myself, the first legal title that *his family* ever possessed of *property in the land*, of which he, till then, was only the *Aumil*, and of which he became the acknowledged *Zemindar*, by a Sunnud granted to him by the Nabob Sujah Dowlah, *at my instance*, in the month of September 1773." The father was no more than *Aumil*, as I have amply proved; on his decease the son precisely succeeded to his rights and pretensions, as the Charge states—he therefore became *Aumil*; and if he ever was *Zemindar*, it could only be derived from the Sunnud of 1773. In 1774 the majority of the new Council General adopted, in the case of Shujah ud Dowlah's son, the system formerly supported by Shujah ud Dowlah in the case of the son of Bulwant Sing. *They decided* that the treaty made with the *father* did *not* bind them with respect to the *son*. In *both* cases my opinion had been uniform and consistent. In 1770 I thought that the agreement made between Shujah ud Dowlah and Bulwant Sing was virtually in force, though one of the contracting parties was dead, and that Cheyt Sing stood precisely in the place of his father. In 1774, I thought that the treaty we had entered into with Shujah ud Dowlah con-

tinued to bind the Company; and that his son, Asoph ud Dowlah, had in every respect succeeded to his father's engagements, as well as his dominions. In both cases my judgment has been unfortunate; the latter, however, procured the Company a large addition of territory and revenue, on the appropriation and management of which, as the majority of the Council decided *against my opinion*, their sentiments alone, and *not mine*, are to be considered in whatever relates to the transaction. I must therefore *except* to the use made by Mr. Burke, and to *any* use whatever being made, of any minutes delivered in Council *by me* on that occasion, as those minutes were no part of the cause or motive on which the majority acted; and therefore, as far as any good or evil arose out of the act itself, I am totally unconnected with it. General Clavering, Colonel Monson, and Mr. Francis, in their minute of 7th December 1775 (see 2d report, 23d page) fully acquit *me*; "the measure," (they say) "is strictly and exclusively *ours*." The original plan was "*opposed in every step by the Governor General and Mr. Barwell.*" Upon the same principle I solemnly disclaim all connection with, and even all knowledge of, any "improper and fraudulent transactions with regard to the symbols of investiture which ought to have been given to the Rajah; and the form of the deeds by which the said Zemindary ought to have been granted," as stated in the 13th article of the Charge. I am not responsible for the acts of the majority, nor for the acts of Mr. Fowke, *their* resident at Benares, who acted wholly under their authority, and over whom I had not the shadow of an influence; I was at that time but a spectator of what was doing, a mere cypher at the Board.

If there were any mistakes in the modes of investiture, or the forms of the deeds, they were without my concurrence; and as I cannot even now conceive what purpose so pitiful an artifice could be supposed to answer, I will positively assert they could not be *fraudulent*. Mr. Francis, who is the surviving member of that majority, "*so which the measure strictly and*
exclusively"

"*exclusively belonged*," is alone amenable for every part of it, for its *informalities*, as well as for its merits; for any "complicated, artificial, and fraudulent management," that might take place in the course of its execution, as well for the grounds on which it was proposed: For my own part (after disclaiming all pretensions to any particular and exclusive duty on *me* to attend to the due insertion of all transactions on the Company's Records, which duty I conceive to be that of the *Secretary* under the direction of those who had the authority; and also after professing most religiously that I did never, either directly or indirectly, procure the omission of a syllable of any public document whatever, which ought to have been transmitted to the Court of Directors) I do most solemnly affirm and declare, that *I did not*, at the time specified, meditate to make *any evil use whatever* of the deeds which are stated to have been withholden from the Company;— that I did *not* (until the very day when I first read it in the Charge) know that such deeds had been withholden, and that I should at all times have loathed and spurned at the mere idea of grounding any measure of mine on so shallow and base a manœuvre; I may be allowed to add, that while the counterparts of the deeds existed, all concealment on our side was equally ridiculous and ineffectual; it is an invariable form, that the cabooseat, or agreement with the Zemindar, is always word for word the same as the potta or lease *.

* After all, I have been combating with a shadow, for what were these deeds which were suppressed? The only deed or instrument of Cheyt Sing's investiture was the *sunnad* or charter, and the potta or lease, which are all expressed in the Charge to have been regularly made out, and transmitted; I know of no other. No *sunuds* ever were sent to the Court of Directors, nor any papers in the original language.

PART

P A R T II.

I MEAN to *prove fully*, in its proper place, that I never gave permission to any agent to resign for me the office of Governor General, I can here only *assert* it; but when General Clavering attempted to assume the chair which I had *not* vacated, I was warranted in supporting my authority by every means in my power: I was warranted in styling him "my opponent," and warranted in treating every misplaced mark of homage to *him* as a personal disrespect to myself:—When, therefore, I affirmed that Cheit Sing had deputed an agent, with an express commission to compliment General Clavering on his accession to the government, I affirmed a fact certainly criminal, and offensive to the Company's Government, inasmuch as it was an officious and premature interference on the part of the Rajah, pregnant in itself with very great disadvantages to the due and orderly administration of affairs, and deeply injurious, by the example it held out to others, for taking part in the dissensions which at that time harrassed our Councils. In Cheit Sing's case it was particularly obnoxious, because all correspondence with *him* (as with other native powers) was by the Company's orders conducted through the medium of the Governor General; the Rajah, therefore, had no right, no pretext, for paying such a compliment to General Clavering, until his accession to the chair had been notified *in form*; nor can it be urged, in the present instance, that such notification was duly made; for, granting (as I believe I may) that General Clavering had issued, in his assumed character of Governor General, information to that Purport, Cheit Sing had a Vakeel in Calcutta, whose express business it was to set his master right, and for that purpose he might have had, and had, at all times, free access to my house and apartment; and I also caused immediate official dispatches to be sent off to the different country powers,

powers, to assure them of my continuance in administration. I urged this act of the Rajah *at the time it took place*, and *I now urge* it, as a proof of the readiness which he shewed to foment, or even to take part in any divisions of our government; it always appeared to me indecent with respect to *my* office, unjustifiable with respect to *his* situation, and a proof of his rooted disaffection to the English administration. Whether or not *I personally* forgave him, is of no consequence: I never sought to punish him but upon *public grounds*. And had he faithfully discharged his duty to the Company, he would never have heard a syllable of my resentment. Implacability to my inferiors is no part of my character. I am accused "That having obtained, in my casting vote, a majority in Council on the death of Sir John Clavering and Mr. Monson, I did suddenly, and without any previous general communication with the members of the Board, by a minute of consultation of the 9th of July 1778, make an extraordinary demand, namely, that the Rajah of Benares should consent to the establishment of three regular battalions of Sepoys, to be raised and maintained at his own expence." I answer, that on the 6th of July, *at night*, a packet was received from Mr. Baldwin at Cairo, with an account (deemed fully authentic by the whole Council) that war had been actually declared and commenced between Great Britain and France. It was my duty to propose measures in consequence of this intelligence, *without loss of time*. Accordingly, on the 9th of July, after an interval of only two days, I gave in at the Council Board a plan of *general increase* for our military and marine establishments, to meet the exigencies of the moment. Every member of our government felt the necessity of the measure, and we were for once unanimous. My propositions, which embraced every part of the Company's dependencies on that side of India, could not, without glaring and very suspicious partiality, have omitted the territories of Cheyt Sing. I allotted what I thought (and *still think*) a very moderate portion of the newly-incurred burthen

burthen of the war to him: had my colleagues been of a different opinion, they might have proposed a modification, or a total exemption. They did neither. While they admitted the necessity of the actual demand, they did *not* object to the sum: and the *decision of future right* (on which there appeared some shadow of hesitation) *was*, by general consent, *referred to our superiors* (see 2d Report, 26th page). On this right our superiors *did never decide* while Cheyt Sing continued at Benares, though our minutes on the subject arrived in London the 12th of April 1779.—*Their silence had all the effect of acquiescence.* The Rajah is said to have asserted, that I had promised this exaction should continue *but for one year, and should not be drawn into precedent.*—I now most solemnly declare, *that I never made any such promise*; and that I had effectually precluded myself from making it, the minutes themselves will testify, for in our first debate on the subject, I agreed to add to my original motion for raising the troops the following words, “and *to be disbanded at the end of the war,*” (see 2d Report, 26th page). After this, I must have affected a spirit of prophecy, to pretend that the demand should exist *only for one year.* The war continued in 1779, and the demand was accordingly renewed. It met with prevarication, excuse, and procrastination on the part of the Rajah. On the third year his delays grew still more perplexing, and indicated the strongest signs of determined disobedience*. By this time I considered myself as *acting on the surest grounds.* The letters from our superiors, in answer to those of the two preceding years from us, contained no one sentence which could be deemed a disapproval of our transactions with the Rajah of Benares. As the subject had been fully and repeatedly before them, it was impossible to suppose they had overlooked it. *With my bands thus strengthened by the implied approbation of my employers,* as the exigencies of the war grew daily more pressing, I moved in Coun-

* See all the Bengal Consultations of that period, as exhibited in the 2d Report of the Select Committee.

cil, "That Cheyt Sing might be required to furnish
 "such cavalry as he could spare, with an express de-
 "claration to him, that they should be returned at the
 "close of the war:" and this was done by the advice
 and recommendation of Sir Eyre Coote. The Rajah
 certainly maintained a considerable body of cavalry.
He admitted thirteen hundred, and I know they were
 many more. In the war with the Rohillas he furnished
 five hundred to his then sovereign, Shujah ud Dowlah,
 (see Supplement to 2d Report, 12th page) and General
 Clayering would have recommended to him to keep
 up *two thousand*: this was the number I demanded;
 but on his repeated representations, I gradually lower-
 ed my requisition to *one thousand*. He acknowledged
 to have *thirteen hundred*, and yet offered but *five hun-*
dred to the Company. My patience was exhausted by
 such repeated acts of contumacy, and I determined
 (I repeat it) to convert them into an advantage for the
 Company's affairs. I considered the light in which
 such behaviour would have been viewed by his native
 sovereign, and I resolved he should feel the power he
 had so long insulted. Forty or fifty lacks of rupees
 would have been a moderate fine for Shujah ud Dowlah
 to exact; he who had demanded 25 lacks for the mere
 fine of succession, and received 20 in hand, and an
 increased rent tantamount to considerably above 30
 lacks more: and therefore I rejected the offer of twenty,
 with which the Rajah would have compromised for
 his guilt when it was too late. If I ever talked of
 selling the Company's sovereignty over Benares to the
 Nabob of Oude, it was but *in terrorem*; and no subse-
 quent act of mine warrants me to have seriously in-
 tended it: if I ever threatened to dispossess the Rajah
 of his territories, it is no more than what my prede-
 cessors (without rebuke from their superiors, or notice
 taken of the expression) had wished and intended to
 have done to his father, even when the Company had
 no pretensions to the sovereignty of the country; it is
 no more than such a *legal act of sovereignty* as his be-
 haviour justified, and as I was justified in by the in-
 tentions of my predecessors. If I pretended to seize
 upon

upon his forts, it was in full conviction that a dependent on the Company, guaranteed, maintained, and protected in his country by the Company's arms, had no occasion for *forts*, had no right to them, and could hold them for no other than suspected and rebellious purposes. None of the Company's other Zemindars are permitted to maintain them; and even our ally, the Nabob of the Carnatic, has the Company's troops in all his garrisons; policy and public safety absolutely required it. What state could exist, that allowed its inferior members to hold forts and garrisons, independent of the superior administration?—It is a solecism in government to suppose it.

P A R T III.

I REMOVED Mr. Fowke from Benares on political grounds, against the orders of the Court of Directors, because I thought it necessary that the Resident there should be a man of my own nomination and confidence; I avow the principle, and think no government can subsist without it. The punishment of the Rajah made no part of my design in Mr. Fowke's removal, or Mr. Markham's appointment, nor was his punishment an object of my contemplation at the time. I removed Mr. Fowke, to appoint Mr. Markham; an appointment of my own choice, and a signal to notify the restoration of my own authority, as I had before removed Mr. Fowke, and appointed Mr. Graham, for the same purpose.

The Charge adds, "It was soon after that I prepared for a journey to Benares." This is not true:—The interval of time is evidently shortened, for the purpose of forcing the inference before drawn from my appointment of the new Resident. This appointment was made early in February, and I left Calcutta in July.

I deny that the design of exacting a penalty from Rajah Cheyt Sing for his contumacious behaviour, was either "wicked" or "perfidious," as is stated in the Charge. I admit that I did not enter it on the consultations, because it was not necessary; even this plan itself of the fine was not a fixed plan, but to be regulated by circumstances, both as to the substantial execution of it, and the mode: nay, I will aver, that I had drawn up a review of our whole political connexions, extended even as far as Guzzerat, and given a copy of it to Mr. Wheler, containing a variety of modes, from which I meant to draw some relief of alliance, power, or finance, to save them from the ruin which was accumulating around them; and this plan of the fine, as I recollect, made part of it. But was it necessary, as an official obligation upon me, or would it have been prudent that I should enter upon our consultations every speculative resource to which the exigency of our affairs might eventually compel me to have recourse? And was I precluded from availing myself of any such resources, when the occasion required them, and the means were afforded me, because the design of them had not before been entered on our consultations? In what part of the Company's standing orders, nay, I may add, in what code of common sense, is such a rule prescribed to me? In this Charge I am blamed for "the long concealment, and late communication of this intention (viz. of the fine) time not being allowed to my colleague to consider the nature and consequences of such a project, or to advise any precaution concerning the same." The grounds on which this Charge is founded are, that although I communicated my intentions to Major Palmer in June, it does not appear that I communicated them to Mr. Wheler till the eve of my departure. It is supposed that the eve means the preceding night: assuredly it will admit of a larger construction. From my recollection, at this distance of time, I will venture to affirm, that my intentions were communicated to Mr. Wheler *some weeks before my departure*; I believe I may say, almost as soon as they were formed, for I was then

in the habit of the most confidential intercourse with him; nay, I think it probable, that they were communicated to him even before they were to Major Palmer, as that gentleman arrived in Calcutta only a very short time before my departure, which was on the 7th of July. I avow my intention of fining Cheyt Sing fifty lacks. This was the "improvement of the interest which the Company possessed in the Zemindary," alluded to in my minute on the occasion. And as I own myself not to have foreseen Cheyt Sing's flight or rebellion, I *did* conceive it possible to have formed an arrangement of this kind "*with the Rajah*," and it was certainly "fit and consonant to the mutual engagements *subsisting between the Company and the Rajah*." This I will prove at large: A *fine* was what I meant to exact—and *to fine* was a right expressly reserved to the Company (see a secret letter from the Governor General and Council of Bengal, dated 15th January 1776—i. e. General Clavering, Colonel Monson, and Mr. Francis): "We thought it adviseable to fix a proper weight and standard, to be invariably observed by the Rajah in all money which might be coined, on pain of *forfeiting the mint, and being liable to any penalty the Board might think fit to impose*, on the first instance of any deviation." The same sovereignty which could dictate so authoritatively on one occasion, must have had an equal right in others; and therefore the exaction and payment of a penalty was *consonant to the engagements between the Company and the Rajah* *. In my

* Shujah ud Dowlah levied a *fine*, on the death of the father, for investing the son. Here then we have a *second right* made over, with the other appendages of sovereignty, to the Company. Had not our powerful interposition prevented the consequences of Bulwant Sing's treachery to his master, in 1764, Shujah ud Dowlah would probably have exerted, with signal rigour, a *third right of fining*, and have furnished me with a precedent full in point to my treatment of Cheyt Sing. The inference therefore is, that the *right of fining* was general—perhaps arbitrary; but for *that* I am not responsible: it is a defect woven into the texture of the Mogul system.—It will, no doubt, be most happy for the inhabitants of
Asia.

my narrative of the subsequent transactions between Cheyt Sing and myself, composed while all the circumstances were strong in my recollection, I have detailed every particular necessary for a complete comprehension of the painful part I had to support.—To the *colourings* which are put upon many of my expressions by the subtilties of construction, I shall make few or no objections. Truth is my immediate aim, and I cannot step out of my way to glean up every casual insinuation; otherwise I might observe, that I cannot well conceive why, on my refusal to see the Rajah, it should be pronounced that I “*rudely and insolently forbid his visit.*” Is it rude to be peremptory? or is resolution insolence? If he were a *great Prince*, I, as representing his sovereign, should seem a *great King*. I gave the Rajah in writing my charges respecting his conduct, “*informal*” perhaps, and “*irregular;*” (for where should I have acquired the *legal precision* requisite for a *special pleader*?) but certainly *substantial, momentous, and just*. I have said that his *answer* was “not only unsatisfactory in substance, but offensive in style.” I repeat the assertion *now*, that near five years since elapsed have cooled my resentments (if I ever had any) and that my feelings are no longer interested by concomitant circumstances. It was filled with shuffling excuses and palpable falsehoods. It stated that the Rajah had furnished the additional five lacks of rupees “*with the utmost readiness;*” and that he had “*taken a penalty bond* from his aumils that they should *keep no thieves in their districts* *.”—I had now reason to suspect that the Rajah would never come to such “an arrangement” as I wished, till he had, at least in some slight degree, felt the hand of authority; and I accordingly put him under an arrest. No insult, no menace, no violence

Asia, when the despotic institutes of Jengheez Khawn, or Tamerlane, shall give place to the liberal spirit of a British legislature; and I shall be amply satisfied in my present prosecution, if it shall tend to hasten the approach of an event so beneficial to the great interests of mankind.

* Was all this *true, or satisfactory, or decent?*

of any kind, was intended or applied : I even wrote to him, to calm any apprehensions for personal safety which he might be weak enough to entertain ; and received his answer, that “ he was entirely free from “ concern and apprehension.” What followed, I need not here particularize. My conduct was regulated by events which I could neither foresee nor controul. All my original measures were broken through, all my designs annihilated, by the barbarous massacre of my unarmed troops, and the unexpected flight of Cheyt Sing. Every step which I had taken before that fatal moment, is an incontrovertible proof that I had *formed no design* “ of seizing upon the Rajah’s “ treasures, or of deposing him ;” and certainly, at the time when I *did* form the design of making the punishment of his former ill conduct subservient to the exigencies of the state, by a large fine, “ *I did not “ believe him guilty of that premeditated project for driving the English out of India,* with which I afterwards “ charged him.”—Had I been forewarned of this project, in the extent which I afterwards discovered, I most assuredly would have anticipated his schemes with more solid effect, and *without personal hazard* : I would never have proposed to “ settle his zemindary “ upon him,” *on any footing at all*. Nothing therefore can equal my surprize at the tenor of this part of the charge, except my incapacity to answer, without contradiction, two accusations *totally contradictory*. In the 13th, 14th, and 15th clauses of this 3d section of the 3d Charge, I am accused of *implacability* to all the Rajah’s humble submissions ; of *perseverance* in rejecting all accommodation, though several offers were made ; and of “ *being filled with insolence and malice,*” in not replying to the Rajah’s letters, after he had so notoriously drawn the sword of rebellion. And in the 27th clause of the same section of the same Charge, it is asserted, that if I “ had conceived him (Cheyt Sing) “ to have entertained traitorous designs against the “ Company, from whom he held his tributary estate, “ or had been otherwise guilty of such enormous offences as to make it necessary to take extraordinary “ measures

“ measures for coercing him, *it would not have been proper* to settle upon such a traitor and criminal the zemindarry of Benares, or any other territory, upon the most eligible, or upon any other footing what-ever.” Thus am I in one and the same Charge accused of being *severe*, and told it “ *would not have been proper*” for me to have been *lenient*;—censured for intending to settle the zemindarry upon Cheyt Sing, and censured for having rejected all his offers towards a *settlement*.—I can only answer to this formidable dilemma, that so long as I conceived Cheyt Sing’s misconduct and contumacy to have *me* rather than the company for its object, at least to be merely the effect of pernicious advice or misguided folly, without any formal design of openly resisting our authority, or disclaiming our sovereignty, I looked upon a considerable fine as sufficient both for his immediate punishment, and for binding him to future good behaviour: I therefore entertained no serious thoughts of expelling him, or proceeding otherwise to violence; but when *he* and his people broke out into the most atrocious acts of rebellion and murder; when the *Jus fortioris et lex ultima regum* were appealed to on his part, (and without any sufficient plea afforded him on mine,) I from that moment considered him as the traitor and criminal described in the charge; and no concessions, no humiliations, no submissions, could ever after induce me “ to settle the zemindarry of Benares, or any other territory, upon him, on any footing what-ever.”

Minutes delivered by me at the Council Board during the time that the cession of the sovereignty of Benares and Gauzipoor was negotiated with the Vizier, are quoted *against me* in the 28th clause of this part of the Charge. The minute in question does undoubtedly contain my sentiments at that period, but those *sentiments went for nothing*: General Clavering and his majority decided against my opinion; “ *the measure is strictly and exclusively their own*;” I, therefore, have nothing to do with it. But when, by the death of two who composed that majority, I became somewhat more

that

than a mere pageant in the administration, I necessarily resumed the business where they had left it; I considered Cheyt Sing precisely what *they had made him*, a tributary landholder; not what *I would* have made him (but was over-ruled) an independent prince, and a powerful ally, placed as a barrier between the Vizier and Government of Bengal.—*I would* have caused the Company's tribute to be received at Patna within the Company's provinces: *They* caused it to be received at Benares.—*I would* have renounced the sovereignty of his country: *They* assumed it. The *sovereignty* which they *assumed*, it fell to my lot, very unexpectedly, to *exert*; and whether or not "such powers, or powers of that nature, were delegated to me by any provisions of any act of parliament," I confess myself too little of a lawyer to pronounce. I only know, that the acceptance of the sovereignty of Benares, &c. is not acknowledged or admitted by any act of parliament; and yet, by the particular interference of the majority of the council, the company is clearly and indisputably seized of that sovereignty. That if, therefore, the *sovereignty* of Benares, as ceded to us by the Vizier, have *any rights whatever* annexed to it (and be not a mere empty word without meaning) those rights must be such as are held, countenanced, and established by the law, custom, and usage of the Mogul Empire, and not by the provisions of any British act of parliament hitherto enacted. *Those rights* (and none other) I have been the involuntary instrument of *enforcing*. And if any future act of parliament shall positively, or by implication, tend to annihilate those very rights, or their exertion, as I have exerted them, I much fear, that the boasted sovereignty of Benares, which was held up as an acquisition almost obtruded upon the Company, against my consent and opinion (for I acknowledge that, *even then*, I foresaw many difficulties and inconveniences in its future exercise) I fear, I say, that this sovereignty will be found a burthen instead of a benefit; a heavy clog rather than a precious gem to its present possessors. I mean, unless the whole of our territory in that quarter shall

be rounded, and made an uniform compact body, by One grand and systematic arrangement; such an arrangement as shall do away all the mischief, doubts, and inconveniences (both to the governors and governed) arising from the *variety* of tenures, rights, and claims in all cases of landed property and feudal jurisdiction in India; from the informality, invalidity, and instability of all engagements in so divided and unsettled a state of society; and from the unavoidable anarchy and confusion of different laws, religions, and prejudices, moral, civil, and political, all jumbled together in One unnatural and discordant mass. Every part of Hindostan has been constantly exposed to these and similar disadvantages ever since the Mahomedan conquests. The Hindoos, who never incorporated with their conquerors, were kept in order only by the strong hand of power. The constant necessity of similar exertions would increase at once their energy and extent, so that rebellion itself is the parent and promoter of despotism.

Sovereignty in India implies nothing else; for I know not how we can form an estimate of its powers but from its visible effects—and those are every where the same, from Cabool to Affam. The whole history of Asia is nothing more than *precedents* to prove the invariable exercise of arbitrary power. To all this I strongly alluded in the minutes I delivered in Council, when the Treaty with the new Vizier was on foot in 1775; and I wished to make Cheyt Sing independent, because in India *dependance* included a thousand evils, many of which I enumerated at that time, and they are entered in the ninth clause of the first section of this Charge. *I knew the powers with which an Indian sovereignty is armed, and the dangers to which tributaries are exposed.* I knew, that from the history of Asia, and from the very nature of mankind, the subjects of a despotic empire are always vigilant for the moment to rebel, and the sovereign is ever jealous of rebellious intentions. A *Zemindar* is an Indian subject, and as such exposed to the common lot of his fellows. “*The mean and depraved state of a*
“ mere

"mere Zemindar" is, therefore, this very dependance above-mentioned on a despotic Government — this very proneness to shake off his allegiance, and this very exposure to continual danger from his sovereign's jealousy, which are consequent on the political state of Hindostanic Governments. Bulwant Sing if he *had been*, and Cheyt Sing as long as he *was*, a Zemindar, stood exactly in this "*mean and depraved state*," by the constitution of his country. I did not make it for him, but would have secured him from it. *Those who made him a Zemindar* entailed upon him the consequence of *so mean and depraved a tenure*. Ally Verdy Khaun and Cossim Ally *fined* all their Zemindars, on the necessities of war, and on every pretence, either of Court necessity, or of Court extravagance.

I have but few words to alledge in my own behalf on the depositions, affidavits, and other testimonies annexed to my narrative. Every man will see that in so singular a situation I could do no otherwise. If the means I made use of were *the best in my power*, I stand acquitted of neglect or ill intention. The persons who have given their several testimonies on the occasion were not selected for the purpose *by me*, but are such as were on the spot, and who owed their knowledge of the transactions either to actual inspection, or to sharing a part of the common difficulties: How such of the evidence as was attested upon oath could be "*not fit or decent to be taken by a British magistrate, or to be transmitted to a British government*," I am still at a loss to comprehend. I have always thought that an affidavit might be sworn to *before any of his Majesty's Justices of the Peace*, whether in or out of the particular and local jurisdiction of that magistrate. British subjects could certainly swear with propriety *before no other person whatever*, while such a magistrate was on the spot; and if I had neglected this precaution, I cannot doubt but it would have been converted into a much more formidable Charge against me, "*that, with every opportunity for compleatly vindicating all the steps I*"

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" had taken in this affair, I had most *shamefully*, and
 " *fraudulently*, and *unjustifiably* omitted to have the
 " several circumstances detailed in writing upon oath,
 " *although one of his majesty's justices was upon the spot*
 " *at the time.*" In a matter of mere affidavit (no trial
 in a court of justice then pending) I never have heard
 that it was usual, or expected, or necessary to have a
 person present " to object to the competence or cre-
 " dibility, or relevancy of the affidavit." To the ad-
 mission of *such objections*, a justice of peace, *out of his*
local jurisdiction, is certainly *not competent*: it alters
 the very nature of the function; and would constitute
 a judicial process between two parties, before a judge
 who holds no court, and to whom neither party is
 amenable. But these are sophistries totally uncon-
 nected with the main question. I deemed Cheyt Sing
 a *rebel* and a *traitor*; I accordingly rejected his sub-
 missions, and expelled him from his Zemindarry. The
 affidavits are meant as *proofs* of his rebellion for the
 satisfaction of *others*; *my own conviction* wanted no such
 assistance; nor would any objections *he could have made*
 ever shake a tittle of my opinion. My superiors, the
 Court of Directors, in their letter to Bengal of the
 28th of January 1784, have said, " After the resistance
 " which the Rajah had made, *no countenance could be*
 " *consistently shewn him*; nor was any measure for his
 " restoration ever proposed." To *them*, therefore, and
 to *their* sense of the Rajah's guilt, I may appeal for
 the propriety of transmitting those testimonies. It
 was a mass of evidence, which on the whole proved
 the sufficiency of the grounds on which I have acted.

P A R T IV. and V.

I AM here accused of having caused a *second*, and then a *third* "revolution in Benares:" That is, the removal of a Collector or Receiver-General of the province is put on the footing of a dispossession of the immediate landholder and Zemindar; which amounts nearly to asserting, that the dismissal of a Ministry in this country is as *complete a revolution* as the abdication of James the Second. The expulsion of Cheyt Sing was indisputably a "revolution"—I have always called it so. The subsequent arrangements were mere internal corrections of a system which experiment proved to be imperfect. When a new system was to be formed with the successor of Cheyt Sing (who, not being his heir, *had no claim of right*) I saw no objection to making the Company's interests my first principle of action. The easy accumulation of too much wealth had been Cheyt Sing's ruin; it had buoyed him up with extravagant and ill-founded notions of independence, which I very much wished to discourage in the future Rajah. Some part therefore of the superabundant produce of the country I turned into the coffers of the sovereign, by an augmentation of the tribute. To the mint, and the exercise of criminal justice, we were exclusively entitled by the very *Act of Cession from the Vizier*; and they were both given up to Cheyt Sing as a matter of personal favour *only*: That we had not given up to him the *right* as well as the *function*, is proved by the paragraph above quoted, where an arbitrary penalty, and *actual deprivation*, are denounced against him for the very first abasement of coin, by the authority of the Council, without any participation in the act. These two, therefore, I resumed, from conviction of its being proper and necessary so to do. The *one* is held by the

the British resident, nominated and appointed by the Company, Mr. Fowke, by whom I believe it to have been most honourably conducted; the *other* I entrusted, with some new and necessary modifications, to a Mahomedan of the first abilities in India, and of the most unimpeachable integrity; under whose administration, tranquillity, good order, and security have taken place in a degree never before experienced in Benares. The inhabitants have increased since that period, and upwards of 2,500 houses (as he informs me in a letter I have lately received from him) have been added to the city. To obviate misunderstanding, I must observe, that the administrator of criminal justice in Benares has always been of the Mahomedan religion, and was always appointed by Shujah ul Dowlah himself to the day of his death. Of the events subsequent to Cheyt Sing's expulsion, I conceive a very slight account to be sufficient. I settled the affairs of the Zemindarry at that period with as much care and circumspection as the shortness of the time, and the variety of my employments, would permit. It happened (for which I was by no means blameable) that the persons in whom I entrusted the executive powers of the Zemindarry, and whom I chose because they were the nearest relations of the Rajah, were inadequate to the duty. I had reason to doubt their integrity as well as capacity, and therefore I caused them to be removed. A *second* experiment proved equally unsatisfactory, and from the same causes. I was therefore reduced to exert the same remedy; but during these necessary, *and by no means extraordinary*, changes of ministry, the Rajah himself and his people were in perfect security: the very removal of the effective administrator, on his oppressive conduct and official peculation, has operated on the minds of the inhabitants very greatly in favour of British integrity and good government. It is a fact, and I can adduce very many Gentlemen now in London, to confirm my assertion, that the countries of Benares and Gauzipoor were never, within the memory

mory of Englishmen, so well protected, so peaceably governed, or more industriously cultivated, than at the present moment: and as for the city of Benares, I appeal to the letters which have been lately received from Madajee Scindia, by his Majesty and the East India Company, and which were written months after my departure, to prove, that my regulations had not only contributed greatly to the peace and good order of that city, but had extended the credit and reputation of the English government to every part of Hindostan and Deccan.

Preface to the Fourth Charge,

BEFORE I proceed to reply to the Charges respecting my conduct to the Begums, and on the affairs of Oude, I must observe that they contain particulars of which I was totally ignorant until I read them in the Charges. I am, therefore, very much indebted to the assistance of Mr. Middleton, and to the information of gentlemen who were in Oude when the transactions alluded to happened. By these aids I have been enabled to reply fully to these Charges; and every assertion in my reply is capable of proof, either by documents now before this Honourable House, or by evidence ready to be produced at its bar. For the conveniency of this Honourable House, I shall reply to these Charges, not as they are numbered, but as the subjects are connected. First, "The Princeesses of Oude;" Second, "Misdemeanors in Oude;" Third, "Destruction of the Rajah of Sahlone;" and, Fourth, "Farruckabad."

Charge

Charge the Fourth.

PRINCESSES of OUDE.

IT is certainly not true, that the Nabob of Oude was ever under the controul of the Bengal government, in the extent stated in this Charge. That the resident, who represented the Council General, had an influence at his court, cannot be disputed; but it is notorious that the acts of the Nabob's government were, on various occasions, remonstrated against, and ineffectually opposed by the resident, as may be seen by the public correspondence of Messrs. Middleton and Bristow. It cannot, therefore, be admitted, that "the English name and character were concerned in every act of his government, or in any not authorized by them."

Allowing it to be true, that the country of Oude was in a flourishing state before our interference, surely I cannot be chargeable with the evils resulting from the system we established, since I gave all the opposition I could to the first introduction of it. The system was undoubtedly very defective, and generally prejudicial to the Nabob's affairs, inasmuch as it necessarily established a degree of interference in his government, undefined by any precise rule; which, however discreetly used, could not fail to weaken his authority, and in many cases to be productive of all the evils consequent on a divided government. The resident,

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for instance, though officially competent to no positive act of his own, found himself, on some occasions, driven to the necessity even of opposing the execution of the Nabob's orders to the officers of his own government, as the only means of defending the securities made over to him for the public claims of the Company; for however willing his excellency may have been to grant assignments for the liquidation of his debt, he was never very scrupulous of infringing them, when pressed by other importunate creditors, but has frequently granted Tuncaws upon Aumils, whose revenue, to its utmost amount, he well knew had been previously assigned over to the Company. In such cases the resident, though invested with no ostensible authority, would have failed in his duty, had he not resisted, and exerted every means in his power to maintain his priority of claim, however conscious he might be that in so doing he weakened the authority of the Nabob in the eyes of his aumils and subjects in general. This conduct of the Nabob forced the resident into a competition with his authority, and exhausted the revenues of the assigned lands, by giving new drafts, with new powers, on what was already pledged to its utmost extent, which may have been one source of the decline of the Nabob's country, since our connection with it; but more obvious ones may certainly be traced, in the great and constant drain of specie from the Nabob's into the Company's provinces; in the supineness and inactivity of his excellency's administration; and, lastly, in the calamity of three successive years drought, which, if we may judge from the fatal experience of a single year's failure of the natural rains in our provinces, would have left them an entire waste, without cultivation or inhabitants. The estimate of the revenues of Oude at the present Nabob's accession to the government, as given in this Charge, is fallacious; for, from the year 1777, when I re-appointed my own agent to the Nabob's Court, the revenue never amounted to any thing like the sum stated, even if the revenues of Benares were included. Two millions sterling would have been

been much nearer the reality. The revenue never was equal to the enormous burthen of the two English brigades, with the progressive liquidation of the accumulated heavy balance, and the ineffectual endeavour to realize such claim, from the common resources of the country, was ever a source of the greatest embarrassment and distress to the Nabob's affairs. The balance on the annual tuncaws or assignments was always considerable, but never greater than it was at the time of Mr. Bristow's first removal, and Mr. Middleton's appointment to the Court of Oude, (the beginning of 1777) nor the confusion in the country more serious or alarming, as may be proved by the public correspondence of that period. But neither shall I, nor the resident of my choice, be chargeable with any of the evils antecedent to that time, as the whole powers of government were lodged in other hands.

The most rigorous means were adopted, and even threats of military execution resorted to in the time of the late Resident, Mr. Bristow, in the year 1776, to exact the payment then made by the Begum; nor would any softer methods have availed, as she declared "she would sooner throw her treasure and jewels into the river, than advance the Nabob a single rupee." Her jewels, cloaths, and household utensils, were permitted to be taken in default of ready money payments, and converted to the Company's use by public auction in Calcutta, without any disapprobation having been signified by the Council General, either of the principle on which the claim had been made on the Begum, or the mode of enforcing it. All delicacy was necessarily laid aside; and it now became a question, "whether the Nabob," as Mr. Bristow stated, "*should seize his right*, or suffer a lack of souls to perish, and the sovereignty of these provinces to be transferred to another family." The Board, so far from disapproving this doctrine of Mr. Bristow, that two of the Members, Colonel Monson and Mr. Francis, recorded their opinion, "that the Begum who succeeded to the treasures, should pay *all the sums due to the Company*;" and Mr. Francis expressed his astonish-

ment, that the Begum, " in a country where women " are not allowed a free agency in the most trifling " domestic concerns," should, as the condition of yielding up those treasures, claim an interference in the Nabob's government, and " *presume* to talk of appointing Ministers, and governing kingdoms." The concluding words of Mr. Francis are very strong, " With respect to receiving her into the provinces, I " shall have no objection, provided she can *obtain the Nabob's consent*; without that, she can have no right " to remove the *immense wealth she possesses*, or even " her *own person*, out of his dominions." These were the opinions of two leading Members of the Council at that time, on the claim set up by the Nabob, and the *independent rights* of the Begum; and yet there was then no accusation against her of notorious disaffection and conspiracy. " The treasures she possessed," Mr. Bristow said, " were the treasures of the state, as she " had not succeeded to them by any legal title;" the Nabob was, therefore, strictly justified in demanding them; and if there was any thing in the whole proceeding, which did not accord with the sentiments of people in general, it was the part we officially took to prevent the Nabob's recovering the *whole* of his patrimonial estate from those who fraudulently withheld it from him. He was charged with the whole of his father's debts; his life was repeatedly endangered by the insurrections of his troops, who had been left many months in arrears; and he was moreover divested by us of a valuable part of his dominions; and yet we prevented him from availing himself, as he had undoubted right to do, of the means which were left him of satisfying those debts; the whole of which had been incurred in the accumulation of the very wealth he was now contending for.

It is not true, that the Begums were left in charge of the late Nabob's treasures, or other valuable effects, for the purposes set forth in the Charge of maintaining his offspring and dependants; the old Begum, the mother of Shujah ul Dowlah, is entirely out of the question, having had no presents entrusted to her care,

but she became possessed of them in her capacity of trustee and treasurer of the deceased, who for some time before his death "deposited the surplus of his revenues with the Bow Begum, to provide against an emergency." Hence the whole of his property, of what sort soever, was in her custody at the time of his death, but still as a deposit, though from the hands of his mother; for they were the rights of the state which she had in charge.—But I must repeat, that I disapprove, and still condemn the interference of our Resident; because we had no concern in it, and our credit suffered in the opinions of mankind, from the natural disgust which would be excited by a contention between a son and his mother, and by our appearance as incendiaries, instead of conciliators in it: but no man could ever assert or believe, that it was therefore her own. It was undoubtedly a constituent part of the hereditary estate, which devolved to the Nabob Asfoph ul Dowlah on his father's demise, and as such ought to have been wholly delivered up to him; but the Begum refused to give up any thing until coercive measures were threatened, and then she consented only to the payment of *thirty* out of *one hundred and seventy lacks*, which Mr. Bristow declared, that, on the most moderate computation, she possessed; and making a merit of this condescension, she was suffered to demand, and actually to exact, from the Nabob, an increase of jagheers to ten times the amount of the income which had been settled upon the old Begum by her deceased son, Shujah ul Dowla, for the maintenance of herself and the numerous family and dependants of her late husband, Sufdur Jung. The agreement thus entered into between the Nabob and his mother was ratified by Mr. Bristow, without any authority; but "as the urgency of the case rendered it necessary, the Board approved the ratification." The Board, I have said, approved of it, and I was a Member of the Board, but I was an inefficient Member of it; the whole of this transaction having passed under the order and guidance of the majority of the Board, which excluded me from any share in their acts, equally in such as I approved,
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and in such as I disapproved. It will appear from the preceding reasoning, that I approved of the Nabob's assertion of his own right to re-claim the treasures of his inheritance.

It is not true that the women and children of the late Nabob were left, or intended to be left, dependant on the Bow Begum. They were separately provided for, and though, from the failure of the funds assigned for their maintenance, they were too often subject to great inconvenience, they never experienced any acts of benevolence from the Begum, beyond an occasional donation of a few rupees to the children, when she condescended, which was indeed very seldom, to permit them to wait upon her. Neither is it true, that the jagheers were left the Begum by the late Nabob. At the time of his death the districts, which afterwards constituted the jagheer, were held by the Begum on the footing of a farm, under the name and management of Jowar Ally Cawn, with whom the accounts of the same were annually adjusted at the Khalsa. To the present Nabob, therefore, she was indebted for the principal part of her jagheers.

The treaty and guarantee, though ratified, it would appear, by the Council only because "the urgency of the case rendered it necessary;" and, though the Begum, before six months had elapsed, had, by Mr. Bristow's acknowledgment, "forfeited her claim to the protection of the Company, by infringing the conditions of the treaty to which they were guarantees," were most sacredly adhered to by me, until the misconduct of the Begums and their dependants, on the occasion of the insurrection at Benares, would have made it an act of the greatest injustice in the Company to themselves to continue their protection: The guarantee was then withdrawn, and the Nabob was permitted to renew and prosecute his claim to his inheritance. Previous to that period the Resident, by my orders, on all occasions employed the utmost influence of his station, to guard the Begums assumed privileges from invasion, and in various instances, as will appear from his public correspondence, did oppose, almost by violence, the designs

sights of the Nabob, where they were hostile or offensive to the Begum. He repeatedly went to Fyzabad, purposely to mediate between the Nabob and his mother, and reconcile mutual animosities; which, on one side, were perpetually excited by the jealousy and interested views of the two principal eunuchs, Jowar and Bahar Ally Cawn; and in every other instance whatsoever, he invariably shewed that attention and respect to the Begum, which was due to her from the near relation she bore to our ally. This the Bow Begum herself admitted, observing, in her letter to Mr. Bristow, "That the Nabob, her son, had once before threatened to seize her jagheer, but Mr. Middleton interfered, and prevented it;" and there is not the shadow of doubt, that, but for this interposition, his Excellency would long before not only have seized her jagheers, but have wrested from her the treasures she unjustly withheld from him.

The Nabob was permitted to resume the jagheers, because they were found highly prejudicial to the revenue of the State; and he granted, to such as were entitled to that indulgence, stipends in money equivalent to the net produce of their lands. The Begums were expressly provided for, and the payments were to be made them, not at the discretion of the Nabob, but from the Company's treasury under charge of the Resident. Where then was the pretended injury, since the Begums were regularly to receive, *according to their own statement*, to the utmost amount of what they ever realized from their jagheers? This proposal was repeatedly made to them in writing, and fully explained to their agents, by the Nabob, his Ministers, and the Resident, but was answered with the grossest indecency and abuse, and the most violent denunciation of vengeance on the whole country, in case their jagheers were touched. With respect to the other jagheerdars, excepting only the Nabob Salar Jung, and a very few others, they were generally the meanest and most contemptible of the Nabob's subjects, and in no shape deserving of his bounty. They were, in short, his Orderlies, and other persons of that stamp, the companions of his looser hours.

hours. The personal influence of these men, which was very powerful, was naturally exerted to defeat a design which so materially affected their interests, and not without considerable efficacy, as appeared by the Nabob's subsequent conduct when the measure of resumption came to be carried into execution. It was on their account only that any difficulties were started, and could these men have been exempted, his Excellency would most certainly have made no hesitation about the rest; but it would indeed have been a disgrace to the influence which we were supposed to have acquired in his government, to have suffered a partial distinction in favour of such unworthy objects.

No injury was intended, or could possibly arise to the Begums, from the resumption of the jagheers; they were found destructive of the Nabob's revenue, and dangerous to the very existence of his government; they had been made the sources to feed a rebellion. It was necessary therefore to resume them; and the only change which the Begums situation could undergo from it, was the substitution of the Nabob's agency, with the pledged security of the Company's Resident, in lieu of that of their Eunuchs Jowar and Bahar Ally Cawn. No stipulation was made in favour of any other jagheerdars, because the faith of the Company was not concerned in it.

The two distinct acts, of resuming the jagheers, and seizing the treasures, are confounded, and improperly made to originate from one and the same cause, viz. the defection of the Begums in the insurrection at Benares. At the time that the resumption of the jagheers was resolved on, the conduct of the Begums, though strongly suspected, was not sufficiently ascertained to justify the depriving them of jagheers held under the pledge of the Company, without an equivalent; and accordingly a full compensation was stipulated. Their conduct, in openly and most violently opposing, by armed force, the Nabob's orders for the resumption of the jagheers, though they were not to be losers by it; their exciting their agents and other jagheerdars to unite in forcible resistance; and, lastly, the subsequent
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information which was obtained of their zeal and activity in supporting the rebellion of Rajah Cheit Sing, and spreading its consequences through the Nabob's dominions, for the declared purpose of our extirpation, were the grounds of withdrawing the Company's guarantee, and of the consequent confiscation of their treasures. Admitting the facts alledged in the Resident's correspondence, and confirmed by the solemn testimony of so many witnesses, both native and European, and of the latter many (fortunately for my honour) are in England, who could be no ways interested in the issue, no man surely can dispute the propriety of this measure, whether its justice or policy be made the criterior of judging it; most assuredly, no unprejudiced man in the country, whether native or European, ever entertained a doubt of the Begums having been extremely active in promoting the insurrection at Benares, and in the Nabob's country: It remains, therefore, for justice to decide, whether in so doing they did or did not forfeit their claim to the protection of the Company, by which alone they had hitherto maintained whatever they possessed.

When the Nabob so earnestly desired my sanction for the resumption of the jagheers, he certainly had in view only the Begums, and a few others of magnitude, which he considered protected, either by the guarantee or favour of the Company. He could not be supposed to ask my sanction to the resumption of grants, in which the Company's faith was no ways concerned; but, being aware that his Excellency intended a partial resumption, reserving the jagheers of his particular favourites, who from their characters and conduct ought to be the first proscribed, I determined to defeat the design, by advising him to make the resumption general; and he engaged to follow my advice. The consequence of this his Excellency did not at the time advert to, but when he discovered that, by the spirit of the agreement, and my determined adherence to it, he was precluded from shewing any partiality, and moreover that the produce of the jagheers, when resumed, instead of coming immediately into his possession,

sion, was to be appropriated to the liquidation of his debt to the Company, for which I expressly stipulated, he became indifferent, and even apparently averse to the resumption. He was also, as I have already remarked, greatly influenced by the inflammatory suggestions of incendiaries and personal favourites about him, who counteracted my designs in all my proceedings with his Excellency, by dissuading him from a measure by which their interests would be so much affected. To those who are personally acquainted with the Nabob it will not appear extraordinary, that all these causes, combining and operating upon his mind, should have drawn him into inconsistencies of conduct, which to others may seem irreconcilable.

It is not true, that Sir Elijah Impey was at Lucknow when I communicated my sentiments, through him, to our Resident, respecting the Begum's treasures. Sir Elijah was with me at Chunar, and the Resident did avail himself on this and other occasions of that gentleman's presence and confidential intercourse with me, to ascertain my wishes on certain points, which the multiplicity and importance of the business which I was then engaged in prevented my communicating so fully by letter.

The English troops were not employed at Fayzabad until the Nabob formally demanded their aid, in consequence of hostile preparations to resist his claim upon the Begum for his deceased father's treasures, which he deemed his own force unable to repel. The eunuchs were seized, *not* for the purpose of extorting money, as assumed in the Charge, but as the agents and principal instruments of exciting the insurrections before alluded to, and for actual rebellion.—The Nabob had declared his firm intention, by letters to myself and the Resident, long before he went to Fayzabad, of seizing and severely punishing the two eunuchs of his mother, not only for their shameful and insidious conduct during the troubles at Benares, but for their long and unremitted treachery, particularly to himself, in seeking every occasion of embroiling him with both his parents, and openly insulting his authority; a conduct they had
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invariably pursued from the death of the late Nabob his father. " They have preserved (says Mr. Bristow, " in his letter of the 25th January, 1776) a total independence of the Nabob's authority, beat the officers " of his government, and refused obedience to his " perwannahs." Their persons were accordingly seized on the Nabob's arrival at Fayzabad, and secured under a strict guard of the *Company's troops*, the Nabob not thinking it prudent or safe to trust them in the custody of his own sepoys, whilst surrounded with such large parties of their armed men assembled in the neighbourhood, who had declared themselves equal to any contest with his Excellency's force, and determined on a desperate resistance, had the attack upon them at Fayzabad been made by his strength alone. So confident indeed was the Begum in her own strength, under her two commanders, Jowar and Bahar Ally Cawn, that she did on all occasions profess to hold the troops of the state in the utmost contempt, and opposed them without ceremony. " Do not you," says she to Mr. Bristow, " take any part in the affair, and then let " Asoph ul Dowlah and Murteza Cawn (the Nabob " and his Minister) in whatever manner they are able, " to take sums of money from me—they will then see " the consequences."

Upon a review and due consideration of the situation of affairs at Fayzabad, it appearing that these two eunuchs were capable of affording the Nabob the most effectual assistance in the recovery of his claims on the Begum, and that in fact there was very little probability of succeeding without their aid, it was deemed good policy to tempt them with assurances of a mitigation of their punishment, in proportion as they might exert themselves in the business. They, in consequence, promised every assistance in their power, and charged themselves with the whole claim, which, after a tedious negociation, was compromised at sixty lacks. On the strength of this engagement, the eunuchs were permitted (in custody however of a sufficient guard) to return to their habitations in the town, for the declared purpose of acquitting themselves of

their obligation, which they owned they could accomplish in three days; they, however, broke this engagement, and were guilty of such equivocation, falsehood, and evasion, produced probably by their intercourse with the Begums, as rendered it necessary, in the judgment of the Nabob and his ministers, to recur to rigorous treatment as the only means of bringing them to an immediate adjustment, which it was well known, from their situation with the Begums, was within their reach. The conditional obligation of their compromise with the Vizier was, that they should procure the immediate payment of his claim upon the Begums, and in return they were promised lenity: They wilfully broke the terms of the agreement, and it was therefore justifiable to replace them in the situation in which they would have stood, had no such compromise taken place; and they had added to their other offences the recent violation of a solemn written obligation; but upon their again giving the strongest assurances of satisfying the Nabob's claim, a new agreement, under the sanction of the Begum, was entered into, in which they were allowed one month (considerable more than they had even asked) to pay up the balance, and they were in consequence freed from their restraints, the Nabob returning to his capital, leaving an agent of his own with a proper guard to conclude the business. It very soon, however, appeared, that this agreement was meant only to amuse and carry the Nabob from Fayzabad, for at the expiration of the limited time very little had been paid, and only idle, fallacious, and insulting pretences, with renewed promises, offered in excuse for the failure. Could then the Nabob, who knew that these men had the means of satisfying his demand in one hour, be blamed for again directing recourse to severities, as the last and only resort? There could be no doubt of the ability of the parties to comply with the demand; for, notwithstanding the pretences which were used after the delivery of the sum obviously deposited with Bahar Ally Cawn for the purpose of concealing the secret hoard in the Begum's own charge,

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and the poor expedient of delivering jewels and effects to impress a belief of her having yielded up all, there is every reason to suppose, from the best informations that could be obtained from the ministers, and others conversant in the late Nabob's affairs, confirmed by the testimony of Mr. Bristow, who says, "it is generally believed the Begum has four crores in her possession; but I fancy I may venture to say, she has *one crore and seventy lacks*," that the claim now made upon her did not amount to *one-third* of the actual wealth in her possession. The circumstance of her yielding up jewels, plate, &c. declaring herself possessed of no other means of satisfying the demands, will not appear deserving of attention, when it is remembered that the same pitiful expedients, and the same stories of poverty and wretchedness, were practised on a former and similar occasion. The Nabob's right was uncontrovertible, and the exigency of his affairs, with his own and the Company's troops, who were dependant on his resources, almost in a state of general mutiny for their pay (our troops six months in arrear) strongly compelling him to assert it (setting aside the treachery of the Begums and their agents, and the political danger of leaving them with such powerful means of extending their pernicious influence) it must rest with this honourable House to decide the question, whether it was allowable, "when the Nabob was reduced to such distress, that his mother should uselessly keep up *immense treasures*," declared to be the treasures of the state; or how far he was warranted in directing the course he did, no other being practicable, to obtain his lawful demands.

In respect to the eunuchs, it may suffice further to say, that to those who were acquainted with their conduct during the rebellion of Benares, and subsequently on the occasion of resuming the jagheers, when they marched their troops in every direction, for the avowed purpose of resisting the Nabob's orders, and in the most unreserved manner encouraged others to follow their example, the treatment they met with cannot appear harsh or undeservedly severe; on the contrary,
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it was the general opinion that they merited even death, and death probably would have been the immediate portion, at least of Bahar Ally Cawn, had the Nabob been left uninfluenced to the gratification of his own well-grounded resentment.

I have conducted the narration of the preceding detail to its close without chusing to interrupt it, or disturb the attention of my honourable hearers by the concluding observation, which I now think it necessary to make upon it; because I hold the whole series of the acts thus connected strictly reconcilable to justice, honour, and good policy, whoever were the parties concerned in them: But I must at the same time affirm, that these acts, whether right or wrong, are not mine, though originating from me, in my consent yielded to the Nabob at his special instance, that he should reclaim the treasures kept back from him by his mother, and the jagheers from all the Jagheerdars, and from my subsequent claim, which I avow to have been most peremptory, that my consent to a measure liable to such a variety of constructions should not be perverted to an instrument of private compromise, or the consistency of my character forfeited by its being withdrawn after such rigorous and public denunciations of it. My last orders, therefore, for its execution, is all that I am answerable for. The rest depended upon the instruments which were employed in it, and so little on myself, that I was ignorant of the whole mode of its execution, till it was done; and so far as I am concerned in it, the whole board were equally concerned and unanimous.

Upon the letters of Colonel Hannay and Captain Gordon, quoted by the Bow Begum in proof of her innocence of the conduct imputed to her and her servants, it is only necessary to observe, that they were written at a time, and under the impression of the Begums having it very much in their power to contribute to the safety, or possibly to the destruction, of Colonel Hannay's detachment, then in a very precarious situation in the neighbourhood of Fayzabad, and at a time too when our affairs at Benares were supposed by
those

those officers to wear an unfavourable aspect. The Colonel's first object was to procure safety for the person of Captain Gordon, who was at the mercy of the Begums and their eunuchs; and for this purpose he thought no means so likely to succeed, as declaring an implicit reliance on their friendship and good faith, and affecting to consider himself under obligations to them. Captain Gordon, however, most probably owed his salvation to another influence: Soon after he fell into their hands, by the treacherous conduct of Bahar Ally Cawn's naib and adopted son, Tanda, the news of some successful operations of our troops at Benares reached the Begums, and as affairs began to promise a speedy and decisive issue in our favour, it is not surprizing that the Begums and their agents should endeavour by acts of kindness to efface the impression which they must have been sensible their conduct had made to their discredit. This was the explanation given by Colonel Hannay to Mr. Middleton, of the motives of his conduct to the Begums at that period; and the letters alluded to cannot possibly bear any other construction, without an imputation on the veracity and moral character of the late Colonel Hannay, which his reputation and general conduct in life will not warrant.

The testimony of Colonel Hannay cannot now be had, but his explanation to Mr. Middleton of the motives of his conduct to the Begums and their agents, at that critical conjuncture of his own and the national affairs, that Gentleman will be ready at any time to certify on oath; and the evidence of Captain Gordon may possibly throw further light upon the subject.

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Answer

Answer to the Fifth Charge.

F U R R U C K A B A D.

IN a government constituted like that of Furruckabad, it was extremely difficult, and perhaps utterly impossible, to form any regular permanent system. The Nabob Mozuffer Jung, as described by every one; was a weak, incapable man, and had the misfortune generally to be under the guidance of Counsellors nearly as incapable as himself, and wholly destitute of integrity. Upon Mr. Bristow's first appointment to the Court of Oude, when I was a mere cypher in the government, he invested Mirza Abdoola Beg with a controlling authority over the affairs of the Nabob of Furruckabad, which he exercised in the name of the Nabob Vizier, but in effect under the exclusive directions of Mr. Bristow himself. The Nabob Mozuffer Jung grievously complained of the oppression of Abdoola Beg. I am free to confess, that we interfered very improperly in the affairs of Furruckabad, and that in fact the appointment might with more propriety be called the appointment of Messrs. Francis and Wheler than my own. The peculiar circumstances of Mr. Shee's situation, which I forbear to detail to this Honourable House, rendered it necessary, if possible, to procure him an appointment *out of Calcutta*; and the Board sent him, with my consent, to Furruckabad

ruckabad. This, however, was an expedient of no avail, for equally loud were the complaints of Mozuffer Jung against the Company's agent; and notwithstanding the supposed improbability of his soliciting redress from the Vizier, who was considered as the source of all his grievances, he actually did supplicate him to procure the recall of Mr. Shee, declaring the utmost readiness to receive any native agent his Excellency might depute. Mr. Shee was recalled at the requisition of the Vizier, who was left to adjust his claims with Mozuffer Jung in the best manner he could: but it did very early appear to my judgment, that Mr. Shee's removal had given place to the exercise of a still worse tyranny; and Mozuffer Jung having made heavy complaints against the Vizier's agent, which he accompanied with an offer of satisfying all the demands of the Vizier, if the uncontrolled management of his affairs was restored to him, I again exerted my influence against a very strong opposition, and procured, with great difficulty, the recall of the Vizier's agent, leaving to Mozuffer Jung, as he had desired, the entire management of his own affairs. But instead of the measure being productive of the good consequences which I hoped, viz. relieving Mozuffer Jung from oppression, and securing the payment of the Nabob's debt, it did in an extraordinary degree tend to encrease Mozuffer Jung's embarrassments; for, from the knavery of his servants, he was deprived of the scanty means of subsistence which had before been allotted him, and during the whole year not one rupee of his debt to the Vizier had been paid.

Under these circumstances, it would have been an act of injustice to the Nabob, without any benefit to Mozuffer Jung, to continue our interference.

The former orders to the resident at Lucknow were therefore annulled; and instead of preventing the Vizier from recovering his claims on Mozuffer Jung, which had been the effect of our mediation, he was directed to assist his Excellency with every means in his power to effect it. Mr. Willes was afterwards ap-

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pointed the resident at Furruckabad, "from a sense
 "of submission to the implied orders of the Di-
 "rectors;" and since my departure from Bengal, the
 Council have thought proper to invest Mr. Willes
 with powers, which I conceived we were not compe-
 tent to give him consistently with our engagements
 with the Nabob Vizier. I am not responsible in the
 slightest degree for the good or bad government of
 Furruckabad; and I might, with equal propriety, be
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Answer

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Answer to the Sixth Charge.

RAJAH of SAHLONE.

OF this Charge I know no more, than that I permitted, rather than ordered, a party of the Company's forces, under the prescribed, but general destination, to pursue the chief of a herd of banditti, which infested the dominions of the Nabob of Oude, our ally, to death, the punishment which he merited. For the particulars of this transaction, as of the principal part of those which relate to the former Charge, I am also indebted to Mr. Middleton.

Bulbudder was formerly a Zemindar, or Landholder, under the Suba of Oude, but was deprived of his Zemindarry, and expelled the country, many years ago, by the late Nabob, or his predecessor Sufdur Jung (for the period is too far back to trace it with any certainty) for misconduct. He took up his residence in the Maratta or Bundelcund territory, across the river Jumna, and built or purchased a strong fort, to keep his family and effects in it. For many years afterwards he constantly made incursions, with a numerous banditti, into the Vizier's country, when the crops were ready to gather in, and levied very heavy contributions on the farmers, which they were obliged to comply with, to save their harvest from destruction. He was repeatedly proceeded against by the late Nabob; but his motions were too sudden and rapid to be counteracted by force, and he had generally accomplished his object, and returned to his strong hold with his booty, before a detachment could be brought to act against him, and not unfrequently even before any intelligence of his invasion had reached the court. Upon the district of

Sahlone,

Sahlone, which lay contiguous to his retreat, and consequently most subject to his depredations, being given in farm to the Bow Begum (for in the time of Shuja ul Dowla she had it on no other footing) she found it expedient, as she could not always command a force to be sent to oppose him, to bribe the traitor not to molest her dependencies. He, however, notwithstanding this compromise, did continue occasionally to levy exactions on her aumils, pretending that they were the unauthorized acts of his adherents; and the other neighbouring countries he plundered without mercy. The supposed impossibility of putting an effectual stop to his depredations, and the great injury the country sustained by them, did induce the Nabob Asoph ul Dowlah to propose a compromise, which, though establishing a most dangerous precedent, seemed the only means at present of remedying the evil. The rebel demanded 10,000 rupees per annum to spare only the district of Sahlone, with a reservation of a right of plundering and laying waste the rest of the Vizier's provinces at his pleasure.

In consequence of this insolent demand, the negotiation, which was carried on through Major Gilpin, broke off; the detachment was reinforced (for the Rebel had now 10,000 men in arms); and, by a fortuitous concurrence of circumstances, this notorious villain, a robber and disturber of the public tranquillity, was pursued to his destruction. The letters of Major Gilpin on this subject are forthcoming, if necessary; and that Gentleman is himself on the spot to give any further testimony that may be required.

Piccadilly, Saturday, May, 6, 1786.

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THE
D E F E N C E ^{c#}
OF

WARREN HASTINGS, Esq.

(Late GOVERNOR GENERAL of BENGAL,)

AT THE BAR OF THE
HOUSE OF COMMONS,

Upon the Matter of the several Charges of High
Crimes and Misdemeanors, presented against him in
the Year 1786.

° PART THE SECOND.

L O N D O N :

PRINTED FOR JOHN STOCKDALE, OPPOSITE BURLINGTON-
HOUSE, PICCADILLY.

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PART II.

Answer to the Seventh, Tenth, Eleventh, and Twelfth Charges.

CONTRACTS, AND INCREASE OF ESTABLISHMENTS.

IN the 7th, 10th, 11th, and 12th Charges, I am accused of making improvident contracts, and for a waste of the public money, by granting excessive allowances in the civil branch of the service: These Charges I shall answer as fully and distinctly as the materials which I possess, and the time allowed to me, will permit.

In the 7th Charge it is asserted, that "it was the fundamental rule of the Company's service in Bengal, that all contracts should be publicly advertised, that they should be granted to the lowest bidder, and that in particular the contract for provisions, and for draught and carriage bullocks, should be annual." I am charged with acting in direct disobedience to these orders; first, for not advertising for proposals; and secondly, for prolonging the periods for which I granted the bullock contract beyond one year, and that I further acted against the orders of my superiors, who had not left me in this case an option, by declaring that I disapproved of publishing for proposals, and that the contract for draught bullocks had been reduced too low already. To the latter part of

this Charge I reply, that, according to my construction of the Company's orders, they never were or can be meant, in any instance, to leave their administration in India without an option. At such a distance from the Parent State, the government upon the spot must be vested with a discretionary power; but where positive orders are sent, where those orders are disobeyed, and the reasons assigned for such disobedience are not satisfactory, censure or punishment invariably ought to follow. In my opinion, the very existence of the empire in Bengal depends upon our army being in a situation to move, if required, at the shortest notice, and the movement of our army must always depend upon the state of our draught and carriage bullocks. In the year 1777, when the Board gave the bullock contract to Mr. E. Johnson, it is a fact of public notoriety, that by having made that contract annual, and by granting it to the lowest bidder, it was taken lower, by 50 per cent. than it was possible for any man to keep the bullocks fit for service, provided the contract had been fully executed, and the number contracted for kept up. I appeal to the records of those days to prove the complaints of the Commanding Officers of the weak state of their carriage cattle; I appeal to our Revenue Consultations to certify the amount of the deductions that were made from the revenues for bullocks violently seized, whenever any detachment of our army marched through any part of Bengal or Bahar. To remedy these inconveniences, and to fix the contract upon such fair and equitable terms as should insure a strict performance of the public service, and afford to the contractor the prospect of a reasonable profit for his trouble and risk, I joined in giving the bullock contract to Mr. Johnson, in 1777, and the contract for elephants to Mr. Templar, in the year 1779. I heartily concurred with Sir Eyre Coote in granting the provision and bullock contract to Mr. R. Johnson for five years, thereby performing, in my humble opinion, a most essential and important service to the East India Company, my respected employers.

ployers. From 1779 to 1783 we were in a state of war with European and country powers; we had two considerable detachments of our army upon foreign service, the one upon the Coast of Coromandel, the other in Guzzerat, and our army in Bengal was fit for immediate service: I can therefore confidently assert, that in every point of view the bullock contract was highly advantageous to the Company; and so fully am I impressed with the necessity of granting the contract, or the agency, for the supply of draught and carriage bullocks, upon fair and liberal terms at all times, that I took the liberty to give these sentiments to the Court of Directors since my return to England, when they did me the honour to ask my opinion of certain military arrangements which they had at that time under consideration: and it will not be deemed irregular or indecent in me, I trust; to quote to this Honourable House the opinion of a Gentleman (Sir George Wombwell) on the subject of contracts, who, at the time he gave it, was a Member of this House, and Chairman of the East-India Company. Sir George said, "That he believed putting up contracts to public sale would be prejudicial to the public service. "Men," he said, "inadequate to the performance of the contracts, would always bid lower than men of ability and reputation; and they would do much more injury by serving the public badly, than the difference of expence: he had seen instances of it in the contracts of the East India Company, and those of a fatal nature." I quote these sentiments, delivered in this House by Sir George Wombwell on the 4th of May, 1778, as a strong confirmation of my own opinion; and I affirm, that if contracts had been given away in Bengal for short periods, and to the lowest bidder, more particularly army contracts, they would have fallen invariably into the hands of irresponsible men, and we might have had a very different termination of the late arduous struggle in India. We advertised, in the year 1777, for proposals for keeping in repair the cantonments of Burrampoor and

and Dinapore by contract; an ensign in the service, a Mr. Foster, gave in the lowest proposals; but the board were sensible of the impossibility of performing the service for the sum for which he was ready to undertake it, and we agreed to nominate Mr. Vanduhagden to perform the duty by agency; yet this was a direct breach of the Company's orders, and by the reasoning in the charge, "we were left in this case without an option." I shall conclude my observations upon the contract for draught and carriage bullocks with the following quotation from the letter of the Court of Directors to Bengal, of the 11th April 1781.

"General Coote remarks, that being in a state of actual war, it was unnecessary to set forth the indispensable necessity of having the draught and carriage bullocks put in the best train possible, because the success of every operation of war depends so very particularly on the bad or good condition of the artillery train; and in this opinion we concur with the General.

"Upon the most impartial consideration of all the materials before us, we candidly allow your system for the provision of cattle for the service of the trains to have been excellent, provided you had advertised for proposals, and thereby ascertained the lowest terms procurable, with good security for performance of the contract; but the offer, without advertising for proposals, appears to us very improper.

"We are nevertheless of opinion, that provided the terms were reasonable, it might not, for the most obvious reasons, be for the good of the service in time of war, to renew the bullock contract every year."

MARINE CONTRACT.

Upon the fullest consideration, the Board determined, in 1777, to give the Master Attendant, and his Deputy, the contracts for furnishing pilot sloops for the Ganges, upon the same terms that it had been held by Mr. Keble.—The contract was renewed for two years, in 1779, and was faithfully, honestly, and economically performed: of these facts the fullest proofs were transmitted to England. I humbly conceive that the Court of Directors have, upon fuller information, and on more mature consideration, approved of these contracts; and also of the contract concluded with Captain Forde for the defence of the Chittagong River against the incursions of the Muggs; because, as it is truly asserted in the Charge, “the Directors have not taken any measures against me for my share in concluding them.”

MR. BELLI'S CONTRACT.

The next Charge is, for giving the Agency for supplying the garrison of Fort William with provisions to my private secretary, Mr. John Belli. My reasons are entered at large upon record, and to these I shall refer in the course of this proceeding; but for the present I affirm, that by an authentic account, entered upon our consultations, the actual profit of Mr. Belli's agency, *for three years*, are proved to be one lack, and two thousand rupees, or 10,000*l.* sterling—instead of 15,970*l.* *per annum*, as it is erroneously asserted in the Charge to have been.—This agency was afterwards converted into a contract for five years: I deemed it of infinite consequence to bestow it on a man, in whose integrity and honour I could place the firmest reliance; and the Court of Directors have never expressed the smallest disapprobation of Mr. Belli's contract. When I proposed originally to grant to Mr.
Belli

Belli the agency for supplying Fort William with provisions, General Clavering calculated the profits of this agency to be 10,000l. a year: Upon that occasion I assured the Court of Directors, that if they were pleased to require it, the profits arising from the agency should be paid into the Company's Treasury. The Court of Directors, *adopting the General's calculation* as to the profits, stated them at 30,000l. and ordered that one third of the amount of them, or 10,000l. should be paid by me into the Company's Treasury, when in fact the profits of the three years did not amount to more than 10,000l. Upon receiving this explanation, the Directors were fully satisfied.—I hope and trust, that this Honourable House will not adopt the sentiments of my accuser; I shall content myself with denying, in the most public manner, that I had any connection, directly or indirectly, with Mr. Belli, in his agency or his contract, or with any other person holding either agency or contract during my government. I never expected so base and unworthy an insinuation from any quarter, and this is the only reply I shall ever make to it.

ALLOWANCES TO SIR JOHN DAY.

Upon the representation of Sir John Day (a Gentleman intimately connected with my political opponents) to the Governor General and Council, in the year 1779, of the impossibility of his living in Calcutta upon his salary, the Board, sensible of the justice of the representation, agreed to add 2,500 rupees a month to it, for office charges, house-rent, &c. but the Court of Directors were pleased to order this salary to be discontinued, and their orders were obeyed. At a subsequent period, the Board, upon a representation from Sir John Day of the peculiar hardship of his situation, did agree to restore this allowance to him of 2,500 rupees a month, taking an obligation from him for the repay-

repayment of it, if the Court of Directors, on a second representation, should disapprove of its being continued to him.

SIR EYRE COOTE'S ALLOWANCES.

I am next charged with having formed an establishment for Sir Eyre Coote, and for having continued it, after orders were received from the Court of Directors to discontinue it. In reply to this Charge, I shall merely state the facts; if they will not exculpate me, I shall submit with willingness to any censure or punishment that this Honourable House may think proper to inflict.

When Sir Eyre Coote arrived in Calcutta, in April 1779, he proposed visiting the different stations of the army, and he moved at the Board that a field establishment should be formed for him. The allowances of General Stibbert, the Provincial Commander in Chief, as authorized by the Court of Directors, were very considerable; his table allowance alone was above 7000*l.* a year; and Sir Eyre Coote's allowances of every kind, as ordered by the Court of Directors, 6000*l.* a year. An establishment was formed for Sir Eyre Coote for boats, budgerows, table-expences, camp-equipage, &c. when in the field, calculated, as I firmly believe, so as not to exceed the additional expences which he incurred by his absence from Calcutta; for it was then only that he was to draw these additional allowances. On his crossing the Carumnassa, the allowances were paid by the Nabob Vizier. In the Month of September 1780, he returned to Calcutta, and embarked for Madras with a powerful reinforcement, and a large supply of treasure, during the height of the monsoon, on a most important and hazardous service. In the month of April 1781, the order of the Court of Directors arrived, disapproving of the allowances which we had granted to Sir Eyre Coote, and positively ordering them to be struck off; and they were immediately discontinued. By what authority

Sir Eyre Coote continued to receive this allowance from the Nabob Vizier I know not, but I have a faint recollection of Mr. Croftes having mentioned the circumstance to me a short time before Sir Eyre was returning to Madras, in the month of January 1783, and I have no doubt of his having received my authority to write to Mr. Bristow.—Sir Eyre Coote was then on the point of returning to Madras, with a constitution worn out in the public service by exertions almost beyond belief. His life was of the utmost importance; I had not a doubt of his success against Mr. Buffy, could he have arrived in tolerable health upon the coast.—This was not a time for me to dispute any point that could add to his chagrin.—His expences were considerable.—He had three separate establishments; one at Calcutta, one at Madras, and the third in the field. The allowance, as I understood, was voluntarily paid by the Vizier. I could have had no private interest of my own to gratify at any period of our connection, more especially at a moment when the whole world knew that Sir Eyre Coote could not live six months, having, when he returned to Madras, as he truly said, “one foot in the “grave, and the other at the edge of it.”—This Honourable House is now in possession of the transaction, and of my motives for the share which I had in it.

CIVIL ESTABLISHMENTS.

I am next charged with an immoderate increase of the Civil Establishment in Bengal. My accuser says, that in 1776, before the death of Colonel Monson, the whole civil expences did not exceed 205,339*l.* per annum; and that in the latter period of my government, in 1783, they had increased to 927,945*l.* per annum. This assertion of my accuser is evidently unfair and fallacious. The actual increase of civil charges in 1783, beyond 1776, is 65,226*l.* sterling, which was occasioned by an increase of civil servants in Bengal, by the addition of some new offices, and by the increased salaries to other offices of old establishment.

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Those which my accuser calls "civil," in 1783, are as follows:

General Department	—	338,657
Revenue Department	—	411,397
Commercial Department	—	41,019
Supreme Court of Judicature	—	58,042
Surgeons and Assistants	—	78,830
		£. 927,945

The first head includes various charges, which are strictly military; the second head includes all the expences of my plan of 1780, for the management of the revenue arising from salt; by which, after paying the expence of £.72,807, the charge of the Salt Office, there remains to the Company a nett revenue of £.603,076: and in the year 1775-6, the Company sustained a loss of £.1,473 under the head of salt, as appears by a paper printed by order of this Honourable House, which contains an account of the annual profits and loss arising from salt, from 1765-6 to 1783-4: yet the expence of this office is one of my accuser's charges!!! The second head includes also the expence of my plan of 1781, for the management of the revenues of Bengal, Bahar, and Orissa, and for the administration of justice; a plan that has been fully approved of by my constituents, and, if I am rightly informed, it has been mentioned at the bar of both Houses of Parliament in terms of warm approbation, by the learned Counsel who were employed by the East-India Company to defend their rights and privileges, in November and December 1783. With respect to the allowances granted to the members of the Revenue Committee, and of the Salt Office, they are undoubtedly large; I recorded my reasons for proposing such ample allowances, and I humbly presume that the complete success of my plans is a justification for my conduct in proposing them. Mr. David Anderson, the President of the Revenue Committee, a gentleman whose talents and integrity are universally

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acknowledged, was selected by me to perform a temporary service of the utmost importance, attended with very heavy personal expences; I mean to negotiate and conclude the Maratta peace, for which he has received the thanks and approbation of the Company. The second member, Mr. John Shore, returned with me to England: he is a gentleman of very great abilities, and of unimpeached integrity. The Court of Directors have since appointed him to fill the office of a member of the Supreme Council at Bengal. The other gentlemen who composed this Board were men of knowledge and integrity, and selected as peculiarly adapted for the offices to which I recommended them. I confidently assert, that, under the management of the Committee of Revenue, the cultivation of the country has been greatly improved, the ryots have been protected, and the revenues have been paid without severity or oppression.

10th. THE SURGEON GENERAL'S C O N T R A C T.

In this Charge my accuser states, that I gave the Surgeon General a contract for supplying the hospitals for three years, in disobedience to the orders of the Directors. In reply to this I affirm, that we received repeated complaints of the improper mode of transacting this business. Upon full and mature consideration, I recommended my plan in 1777; the Board could not determine upon the propriety or impropriety of contingent bills for hospital charges. Mr. Campbell, our Surgeon General, was a Gentleman of acknowledged probity and honour, and of exemplary benevolence. The next in rank, Mr. Williams, who was joined with him in the contract, has been above twenty years the Surgeon Major of the army; an undoubted proof that the advantages in this branch of the service are very inconsiderable. It had been a constant complaint from the commanding officers of the corps composing the army, that, in the emoluments of
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the Surgeons, arising from the number of sick in their hospitals, a reform was necessary: these emoluments were fixed by Lord Clive in 1765. I confess myself utterly unable to form any plan by which the office of Surgeon and Contractor could be separated, without great injury to the service, or without adding an additional expence to the Company, or depriving the head Surgeons of every means of subsistence. I am precluded, by my respect for this Honourable House, from going into further detail upon such a subject.

11th. MR. FRASER'S CONTRACT,

My accuser in this charge asserts, that I gave a contract for repairing the pools or banks of the rivers in Burdwan upon improvident terms. I affirm, that the contract was concluded upon fair and reasonable terms, and that the Court of Directors have never stated the smallest objection to it; that it was faithfully and honestly performed by the person who held it. A neglect of my earnest recommendations, as to another contract of a similar nature, has been attended, since I quitted India, with the most fatal consequences. I repeatedly and strongly urged to the Council, the necessity of effecting a complete repair of the banks of the Cossimbuzar river, both above and below the city of Moorsshedabad; a repair which, before the commencement of my administration, was effected by a mhatoot, or separate collection from the neighbouring districts: but the tax has long been abolished, and the expence, during my government, has been defrayed by the Moorsshedabad treasury. I laid my plan before the Board, and recommended a very intelligent person to carry it into execution. The Board objected to the expence, and quoted the orders of the Court of Directors, who had disapproved of the former contract for this service. I then urged them to form their own plan, if they thought mine an improper or an expensive one: I implored them to appoint a person of their own choice to perform the work; for, if something

was not soon done, very melancholy consequences were to be apprehended. I had not influence enough to carry my point in any way: the principle of obedience was declared by my colleagues to be the first principle of the service, and the last rainy season the banks were broken down; half the city of Moorshe-dabad, and half the island of Cossimbuzar, have been under water; many lives have been lost; thousands of the poorer inhabitants have been reduced to distress; and the deduction from the revenue must be very considerable, in consequence of so melancholy an event,

12th. OPIUM CONTRACTS.

I am accused in this Charge of giving the Opium Contract to Mr. Mackenzie in 1777, and to Mr. Sullivan in 1781. This Honourable House has ordered a paper to be printed, by which it appears, that from 1765 to 1772, when I succeeded to the government of Bengal, opium was a monopoly for the benefit of individuals, and the Company acquired no revenue from this article: It has produced to the Company, during my administration, 534,009*l.* sterling; and it is an improving branch of revenue. I did not give the contract to Mr. Mackenzie, or to Mr. Griffith, who preceded him; but I avow having given it to Mr. Sullivan, upon the same terms that Mr. Mackenzie held it. I affirm also, that the Company benefited more by it during Mr. Sullivan's management than Mr. Mackenzie's. I also affirm, that the provision of opium ever must be a monopoly, and that if it is to be put up to sale, and granted to the lowest bidder, the Company will lose the revenue altogether, by competition and adulteration. I find my own sentiments on this subject, confirmed by the opinion of one of my colleagues, Mr. Francis, who observed, in a minute on the subject of this contract in May 1775, "that he should think it unadvisable to engage on very low terms with any contractor." I claim the merit of
having

having created this revenue to the Company, and in one instance in the course of my government a Gentleman, whose interest I had at heart, has undoubtedly benefited by that contract, which some person or other must have held. I concurred in giving this contract to Mr. Mackenzie in 1777; but if it could be supposed that I had been actuated in my public conduct by the motives which my accuser imputes to me, Mr. Mackenzie was the last man in Bengal whom I should have patronized, his connections in this country and in India having been invariably hostile to me. He went originally a cadet to Bombay in 1770, and acted as secretary to the late General Wedderburn; upon his death he returned to England, and was sent to Bengal with the rank of a factor in 1776, by the influence, as I have always understood, of Lord Loughborough. He was on the most intimate terms with my opponent, Mr. Francis; and it is impossible for any man to suppose that I could have any private or personal motives to gratify, when I concurred in granting the opium contract to a Gentleman whose connections were so adverse to me. I should be ashamed to notice such trivial circumstances to this Honourable House, if my accuser had not charged me with attempting to establish a corrupt interest in Great Britain, by the disposal of the patronage annexed to my station in India.

My accuser has taken much pains to prove that I was guilty of inattention to the interest of my constituents, by loading a quantity of opium in two ships, for the purpose of remitting a considerable sum on the Company's account to China. I shall merely observe upon this part of the Charge, that in the critical situation of our affairs in India, in the year 1781, when private merchants were precluded from the purchase of opium, first by the scarcity of specie, and next by the dangers to which ships were exposed in the Indian Seas, the question to consider was this, whether I should take the chance of sending opium to China and the Eastern Islands on the Company's account, in order to furnish our *supra* cargoes at China with a supply

ply of specie, or suffer the opium to remain one season in Calcutta, and risque the detention of the Company's ships for one year at Canton. Mr. Wheeler and myself, for the plan was Mr. Wheeler's, determined to make the experiment. The *supra* cargoes gave the following information to the Directors, which my accuser has carefully suppressed: "The object of the Governor General and Council was, to raise a sum of money to answer the exigencies of the Company's affairs in that part of India, and at the same time to afford us a supply for providing the cargoes for the present year. Had opium not been imported in Portuguese ships, *and had the Captain obeyed his orders, we have not the least doubt but it might have sold to considerable advantage.* The *Betsy* was taken; had her voyage been accomplished, *we have great reason to imagine, that the honourable Company would have received considerable advantage from it.* She sold as much of her cargo as produced 59,600 dollars, which was paid into the honourable Company's treasury here." The opium sent to China and the islands, in 1781, sold for ninety-three thousand three hundred and forty-five pounds sterling, which was paid into the treasury at Canton. The scheme was a temporary one, and the necessity urgent, both for raising a sum of money in Bengal, and remitting a considerable sum to China. What my accuser means, by stating that I was guilty of a breach of trust, by monopolizing an article for which there was no sale, I do not understand; had I thrown the trade open, or relinquished the contract for one year, the revenue had been lost to the Company for ever. From whence my accuser received the information that Mr. Sullivan sold his contract to Mr. Benn, or that Mr. Benn afterwards sold it to another person, I know not: If the fact is so, the sale was made without my privity or consent, nor can it be a part of the present question.

I am accused of having appointed a resident to Goa, where the Company never had one before; that the office was a nominal one, and given to a person not in the Company's service. The appointment was made

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at a moment when it appeared to the board to be a very necessary one, in the most critical moment of the late war; it was given to a Gentleman who had been ten years Governor of Bombay, and was reduced by unexpected misfortunes, in the decline of life, to return in a private station to India. The Court of Directors recommended him to our notice; he was ordered to be treated with respect and attention, in consequence of the high station he had filled. I did not create the office of resident at Goa for Mr. Crummelin; I never saw him until he arrived in Bengal, and had then no connection with him; but I conceived, at the time I conferred the office upon him, that it would be approved by the Court of Directors.

MR. AURIOL'S AGENCY.

I am next charged with giving Mr. Auriol, our Secretary, the agency for the supply of rice and provisions for the Presidencies of Madras and Bombay, upon very improvident terms; I appeal to Mr. Auriol's most excellent explanatory letter, to my minutes, and to the proceedings upon this subject, for my complete justification. Mr. Auriol received 15 per cent. commission for the first year, and 5 per cent. from that time; he performed the service with which I entrusted him with uncommon diligence and fidelity; his merits are well known to the Court of Directors, and have been acknowledged by them. The supplies sent from Bengal in the year 1782, the first of Mr. Auriol's agency, were so very ample and considerable, that we reduced the commission from 15, which had been the customary rate allowed for these services, to 5 per cent. What my accuser means by saying I was guilty of a deception, I cannot understand; Mr. Auriol was entitled to receive ready money for his purchases, but from the state of the treasury in 1783, we had it not in our power to discharge his bills as they became due:

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treasury

treasury orders were given to him, and, in common with other orders of a similar nature, they bore an interest of 8 per cent. until discharged; which was in fact a considerable loss to Mr. Auriol, as he was compelled to pay 10 and 12 per cent. for the money he borrowed to complete his purchases, while he received an interest of 8 per cent. only for sums due to him from the Company. In fact, what my accuser has stated as an advantage to Mr. Auriol, and a deception on my part, was a very great loss to him, and a considerable drawback from the profits of his agency. Before this Honourable House shall adopt the sentiments of my accuser, I am well convinced they will consider the critical period at which I adopted the measure complained of, the prodigious supplies that were sent, and the unexampled efforts that were made to avert the miseries of the famine which raged with violence at Madras, and on the coast of Coromandel.

I must however allow, that the civil expences during the latter period of my government were increased, but to a very inconsiderable degree indeed, when compared to the enormity of the sum at which my accuser has erroneously stated the increase. I affirm the increase in the civil establishment to have been £65,226 only, and my accuser has stated it at more than £700,000, by including civil, military, commercial, and revenue departments under one head. If the Honourable House shall adopt this Charge, I am fully prepared to prove my assertion. For the present I shall observe, that by an account upon the table of this Honourable House, it appears that in the year 1771-2, the revenues of Bengal, after paying all expences of collection to European and native servants, were — 2,126,766 That in 1784-5, after paying all expences of all the establishments of the revenue and the administration of justice, they were — — — 2,072,963

53,803

So that with every addition of expence in the revenue branch, where the allowances certainly were very considerable in order to preclude every temptation to unfair emoluments, the nett revenue of 1771-2 exceeded that of 1784-5 in the sum of £. 53,803 only, notwithstanding the prodigious supplies furnished by Bengal during the war. But there remains to be added to the latter period two branches of revenue, one of which did not exist in 1771-2, and the other has been very greatly increased. In 1771-2 the Company had no advantage from opium.

In 1783-4 the nett revenue amounted to	78,300
In 1771-2 Salt produced	- 61,663
In 1783-4	- 603,076
	542,613
Excess in 1783-4	- 542,613 £. 620,913
Deduct excess of revenue in 1771-2	- - 53,803
Remains	- - £. 567,110

From this statement it appears, that during my government, after defraying the revenue expences of every denomination, there was an actual increase of £. 567,110 in the resources of Bengal alone.

Yet I will not affirm that the Charge is absolutely groundless; there never yet was a system of public œconomy, in which it could not in a degree apply. The eloquence of my accuser has been often employed, as I have been informed, in exposing the enormous contracts which were concluded, and the unprofitable loans which were made, during the late calamitous war, by an unfortunate Minister; with what justice it would ill become me to determine. I am ready to allow, that some of our offices in Bengal were overpaid; nor were the emoluments allotted to all exactly proportioned to their importance, or the ability required for discharging them. Men were not invariably

ably appointed to offices to which they were suited, or best suited, by their talents, experience, and integrity; it is impossible that they should, when the power of patronage is in many hands, and established under the influence of personal favour, or of superior patronage. The wisdom of the legislature has now applied a remedy for evils which existed in the governments in India, during the period that I was at the head of the Administration in Bengal.

Answer

Answer to the Eighth Charge,

RECEIPTS AND PRESENTS.

BEFORE I enter on my defence against this article of Charge, I must premise that some parts of it relate to transactions which passed fourteen years ago; and what is very remarkable, transactions, which at *that period* received the entire approbation of my employers, are *now* converted into acts of criminality. I therefore lay my claim to plead the sanction of the Court of Directors, for a full acquittal of my conduct in every instance where I can produce it; and this Honourable House must see the justice and necessity of this claim, for if it be not admitted, there never can be an end to the controversy, and they must forever be teased with a repetition of the volumes which have been already written on this exhausted subject.

In this article my accuser charges me with “the receipt of large sums of money corruptly taken before the promulgation of the Regulating Act of 1773, contrary to my covenants with the Company, and with the receipt of very large sums taken since, in defiance of that law, and contrary to my declared sense of its provisions.” And he ushers in this Charge in the following pompous diction:—“That in March 1775 the late Rajah Nundcomar, a native Hindoo of the highest cast in his religion, and of the highest rank in society, by the offices which he *bad held* under the country government, did lay be-
“ fore

“ fore the council an account of various sums of “ money, &c.” It would naturally strike every person, ignorant of the character of Nundcomar, that an accusation made by a person of the highest cast in his religion, and of the highest rank by his offices, demanded particular notice, and acquired a considerable degree of credit from a prevalent association of ideas; that a nice sense of honour is connected with an elevated rank of life: but when this Honourable House is informed, that my accuser knew (though he suppressed the facts) that this person of high rank, and high cast, had forfeited every pretension to honour, veracity, and credit; that there are facts recorded on the very proceedings which my accuser partially quotes, proving this man to have been guilty of a most flagrant forgery of letters from Munny Begum, and the Nabob Yetram ul Dowlah (independent of the forgery for which he suffered death) of the most deliberate treachery to the state, for which he was confined, by the orders of the Court of Directors, to the limits of the town of Calcutta, in order to prevent his dangerous intrigues; and of having violated every principle of common honesty in private life; I say, when this Honourable House is acquainted it is from mutilated and garbled assertions, founded on the testimony of *such an evidence*, without the whole matter being fairly stated, I do hope and trust it will be sufficient for them to reject *now* these vague and unsupported Charges, in like manner as they were *before* rejected by the Court of Directors, and his Majesty’s Ministers, when they were *first* made by General Clavering, Colonel Monson, and Mr. Francis.

I must here interrupt the course of my Defence, to explain on what grounds I employed, or had any connection with a man of so flagitious a character as Nundcomar. This hard and odious task was imposed upon me by the Court of Directors. It was their orders that he should be employed. These orders too were private and particular to myself, so that a rigid obedience to the will of my superiors, and a strict perform-

performance of one of the severest duties which could be required of me, subjected me for a time, not only to the obloquy of my colleagues, but also to the reproach of all orders and descriptions of men in the settlements, and at the same time forced me to communications with a man, who knew that I both despised and detested him, and who, from these motives, I foretold would one day prove the enemy he since proved himself. My opinion of this man has never varied, and it has been uniformly given at various times on the records of the Company. The Court of Directors too, when they directed me to employ him in the investigation of Mahommed Reza Cawn's administration, were aware of the difficulties they laid me under, and of the danger of having such an agent; but being "satisfied I was too well apprized of the subtlety and disposition of Nundcomar to yield him any trust or authority which might prove detrimental to their interest, and relying on my wisdom and caution, they directed me to make use of his intelligence to detect the mal-administration of Mahommed Reza Cawn, whose power had been the object of Nundcomar's envy, and whose office the aim of his ambition." In this situation of Nundcomar's apparent confidence with me, the majority of the Supreme Council, in the year 1775, thought him a fit agent to destroy my reputation, and eradicate my authority; concluding that he had been trusted by me, and knowing that if he were, he would betray me. Under these impressions General Clavering, Colonel Monson, and Mr. Francis, selected him for that purpose, and here the scene opens which the present article exhibits, and which I shall now proceed to answer.

It is in vain that I have defended myself against some of these Charges, since they are renewed again and again; and all my former explanations, which at the time satisfied both my employers and the ministers of government, are forgotten, and consigned to oblivion. However, since the accusation is revived, I must repeat my Defence, and appeal to my former vindication. My accuser states, that, "instead of

“ offering any thing in my Defence, I declared I
 “ would not suffer Nundcomar to appear before the
 “ Board;” but he withholds every material part of
 my objections, and quotes only a single line, which he
 marks in italics, out of a page of reasons that I gave
 for objecting to the proceedings of the council at that
 time, and which are as follow.

“ A combined and declared majority have stood
 “ forth as my accusers. I appeal, for the truth of
 “ this assertion, to the whole tenor of their conduct
 “ since their arrival in this country, and to the un-
 “ doubted evidences which appear on the public
 “ Records of the last fifteen days consultations, that
 “ these Gentlemen are themselves parties, if not the
 “ principals, as in my heart I believe them to be, and
 “ such the world esteems them, and the Ranny of
 “ Burdwan, and Rajah Nundcomar, little more than
 “ instruments and ostensible agents, in the accusations
 “ preferred by them against me.

“ As little do I judge it consistent with my own
 “ honour, or your interest, to suffer the first member
 “ of this state to be personally arraigned at the Council
 “ Board, and exposed to the insolence and calumnies
 “ of a miscreant like Nundcomar. *Had the majority
 “ been disposed to accept my proposition of appointing a
 “ committee for prosecuting their enquiries, either into
 “ these or the Ranny's allegations, they might have ob-
 “ tained the same knowledge, and all the satisfaction, in
 “ this way, that they could have expected from an in-
 “ quisition taken by the Board at large; their proceed-
 “ ings would have had the appearance at least of re-
 “ gularity, and my credit would have been less af-
 “ fected by them. The only point which they could
 “ possibly gain by bringing such a subject before the
 “ Board, was to gain a public triumph over me, and to
 “ expose my place and person to insult.*

“ Although I have declined entering, at this time
 “ and place, into a refutation of the accusations which
 “ have been preferred against me, in the names of
 “ Nundcomar and the Ranny of Burdwan, yet I do
 “ not think it proper to pass them wholly unnoticed.

“ You

" You are well informed of the reasons which first
 " induced me to give any share of my confidence to
 " Nundcomar, with whose character I was acquainted
 " by an experience of many years. The means which
 " he himself took to acquire it were peculiar to him-
 " self. He sent a messenger to me at Madras, on the
 " first news of my appointment to this presidency, with
 " pretended letters from Munny Begum, and the Nabob
 " Yetram ul Dowlah, the brother of the Nabob Jaffer
 " Aly Khan, filled with bitter invectives against Ma-
 " hommed Reza Khan, and of as warm recommenda-
 " tions, as I recollect, of Nundcomar. I have been since
 " informed, by the Begum, that the letter, which bore
 " her seal, was a complete forgery, and that she was
 " totally unacquainted with the use which had been made
 " of her name, till I informed her of it. Juggut Chund,
 " Nundcomar's son-in-law, was sent to her expressly to
 " entreat her not to divulge it. Mr. Middleton, whom
 " she consulted on the occasion, can attest the truth of this
 " story. I have not yet had the curiosity to enquire of
 " the Nabob Yetram ul Dowlah, whether his letter
 " was of the same stamp, but I cannot doubt it.

" The promise which he says I made him, that he
 " should be constituted Aumeen (that is, Inquisitor
 " General over the whole country) and that I would
 " delegate the whole power and influence to him, is
 " something more than a negative falsehood. He did
 " once or twice intimate to me a wish of the kind,
 " but with so little success that for a while he wholly
 " dropt it. On Mr. Reed's return from the Coast,
 " where he had been on leave of absence, Nundco-
 " mar made his application to him for the same em-
 " ployment, hoping, through his influence, to obtain
 " it. Mr. Reed, deceived by his suggestions, brought
 " the proposition before the Board, and supported it
 " with warmth, and it was rejected. The manner
 " in which this matter had been introduced, contains
 " striking proofs of the incendiary character of the
 " man; and the proceedings will shew the grounds
 " on which the proposition was rejected."

It is further alledged, " that the evidence of this man, Nundcomar, not having been encountered at the time when it might and ought to have been, remains justly in force against me, and is not abated by the capital punishment of the said Nundcomar, but rather confirmed by the time and circumstances in which the accuser suffered death." This reasoning is inconsequent and malicious. In the first place the evidence of this man *was encountered* by the proposition I made at the time to the majority, of *appointing a committee for prosecuting an enquiry into his allegations*: Secondly, these allegations *were committed to the hands of the Company's Solicitor*, for the purpose of commencing a suit against me where I must have encountered them, had they been thought sufficiently authentic to have maintained an action; and, lastly, I voluntarily offered to the Court of Directors, in my address before mentioned, to submit all my transactions, of what nature soever, to their justice, in any way or form they should prescribe. But to this hour they never have thought such accusations, from such a wretch, worthy their notice; and the Attorney General told them, in his opinion, "*Nundcomar's information goes for nothing.*"

To the malicious part of this charge, which is the condemnation of Nundcomar for a forgery, I do declare, in the most solemn and unreserved manner, that I had no concern, either directly or indirectly, in the apprehending, prosecuting, or execution of Nundcomar. He suffered for a crime of forgery, which he had committed in a private trust that was delegated to him, and for which he had been prosecuted in the Dewanny Courts of the country, before the institution of the Supreme Court of Judicature. To adduce this circumstance therefore as a confirmation of what was before suspicious from his general depravity of character, is just as reasonable as to assert, that the accusations of Epsom and Dudley were confirmed, because they suffered death for their atrocious acts.

It is alledged, that the "account laid by Nundcomar before the Council is stated with a minute particularity and precision; the date of each payment specified, the various coins in which it was paid, and the *different persons* through whose hands the money passed;" and it is argued, "that if no advantage be taken of such particularity in the Charge, to detect the falsehood thereof, and no defence whatever made, a presumption justly arises in favour of the truth of such a Charge." In the apprehension of every candid person, the presumption must be exactly the reverse; for if there were all those minute particulars to refer to, and so many persons to authenticate them, what prevented my enemies, the majority of the Board, armed as they were with full power, from proving facts so easily to be established? And how can this argument, of there being *different persons* concerned, be reconciled to that of saying, the death of a single person prevented all proof? or that I, without any influence, stopped the course of their proceedings, when it is further asserted in the same Charge, and almost in the same breath, that "the majority of the Board continued *to sit and examine witnesses*," and when it is evident they might have carried on the business of their inquiry as fully and effectually without my presence as with it? To such contradictions are added bold assertions in violation of all truth; and in order to support a fallacious principle of the accuser's own stating, the Charge asserts it is not true, as I have said, "that it was repugnant to the manners either of the Mussulman or Hindoo to take an oath." Now it is not possible for me to have made an assertion more true, or more generally acknowledged, than that *it is* repugnant to the manners both of Mussulmen and Hindoos to take an oath. It has been proved by an appeal that was made to eminent persons of both religions: it may be proved by a number of witnesses now in England, who know any thing of the customs of the natives; and I therefore repeat the assertion, and retort the untruth on my accuser.

With regard to the appointment of Munny Begum to the office for which it is alledged she was unqualified, and incapable of discharging its duties, I shall only observe, that it is one of the instances wherein I shall avail myself for my Defence of the entire approbation of the Court of Directors, to whom the whole particulars were minutely detailed, and by whom they were highly approved.

The next person who is produced is Kan Jehan Khan; and I must again refer to the proceedings of that time for a full account of this measure. The simple fact is, that an obscure individual, a native of Bengal, presented a petition to the Supreme Council on the 30th March, 1775, setting forth that the Fougadar of Houghley, Khan Jehan Khan (a man of high rank and office) was allowed 72,000 rupees a year, 40,000 of which he had paid to me and my Banyan; and that he would do the duty himself for 32,000, by which the Company would save 40,000 rupees a year. So extraordinary a petition as this, in which a low and obscure individual desires a post of high trust and great importance, on the novel plea of obtaining 32,000 rupees a year for himself, who had never been in any office of a tythe of the value, was, I believe, never presented to a public body. However, he had accused me, and that was sufficient for the majority to summon him before them. He was asked by them, who he was, and in what condition of life? The man replied, "In no employment now; I was a farmer of Tumlook." Two evidences were then called, who directly contradicted each other. Notwithstanding this, the majority declared their belief of the charge. Khan Jehan Khan is next called upon; and because he declined to take an oath, pleading that it was repugnant to the manners of his country, and in this instance to every idea of justice in any country, he is dismissed from his office for contempt of authority. Soon after the death of Colonel Monson he was restored to his office: and all questions being carried by my casting vote (says the Charge) and that restoration not having been preceded,
accom-

accompanied, or followed by any explanation or defence whatsoever, or even by a denial of the specific charge of collusion with the said Khan Jehan Khan, the truth of the said Charge is confirmed.

To this article I have only to reply, that the charge carried falsity on the very face of it, from the contradiction of the witnesses who introduced it: I solemnly declare, that as far as relates to myself, it is wholly false and groundless; and I believe it to be false as it relates to my Banyan; but as I thought Khan Jehan Khan had been dismissed without any crime, it was but just to give my vote for his restoration.

Much stress is laid upon a declaration repeatedly made by me in my letters, "that it was my fixed determination, most fully and liberally to explain every circumstance on the points on which I have been arraigned, not doubting both to convey the clearest conviction of my own integrity, and of the purity of my motives for declining a present defence of it."

In my address to the Court of Directors of the 25th March, 1775, I informed them, "That the allegations of Rajah Nundcomar have been committed to the hands of your attorney, for the purpose of commencing a suit at law against me, in the name of the Company, for the recovery of sums said to have been received by me from Munny Begum, in the year 1772: I reserve my defence for the same channel, not choosing to give my adversaries an advantage, by anticipating it, nor to bespeak your premature judgment on a cause thus depending." When these allegations were transmitted to the Court of Directors, they in like manner referred them to the great law officers for their opinions, which I beg leave to quote.

Mr. Attorney General,

"Munny Begum was certainly a person within the description of the deed of February, 1775; but the case seems to ascribe the 150,000 rupees in question to entertainment afforded the Governor in his progress, according to some established usage; nay, it seems to suppose

suppose that his expences, if they had not been defrayed according to the usage, would have been paid by the Company, but were not.

“ The evidence as here stated is still more defective; if the appendix is adopted by the Directors, and meant to make a part of the case, *it throws discredit upon all the information so collected.* Nundcomar’s information goes for nothing. If he were otherwise credible, this makes but one article *among others which seem to be disbelieved.* Upon the whole, I see no evidence sufficient in my judgment to maintain an action.”

Mr. Serjeant Adair,

“ I have considered this case, and considered the evidence as attentively as the time will admit.

“ With respect to the evidence, the matter is by no means clear. The charge seems to be confined to the lack and half of rupees for the Governor’s entertainment at Moorshedabad. I think there may be some doubt whether, if the fact respecting the sum given for entertainment was fully established, it would amount to such a clear and direct breach of the covenant as would entitle the Company to recover.

“ At all events, I cannot think it adviseable for the Company to commence a suit against Mr. Hastings upon such evidence as stated in this case, *especially under the circumstances, and in the manner it appears to have been obtained.*”

Mr. Dunning,

“ It appears to me difficult to reconcile the evidence stated, and impossible to judge of the credit due to any part of it, without full information; *particularly as to the manner in which it is suggested to have been procured.*”

Mr. Smith, the Company’s Solicitor’s opinion.

“ Upon the whole of this evidence, I cannot bring myself to think that there is sufficient ground for the Company to commence a suit against Mr. Hastings, for recovery of those sums to which my observations are confined; I mean all sums stated, except the lack and half

half upon which the opinion of council has been taken. The proof is exceedingly confused; but, *when I consider the eagerness the majority of the Council have shewn to establish these charges; the extraordinary measures they pursued; the very easy method of proving the facts, if true; the very slender proof (if any) that is given; the observation arising upon the face of the proof; and the flat contradiction of Munny Begum; these various circumstances, in my mind, amount almost to an absolute conviction, that the story cannot be true. If the fact had been true, the persons mentioned by Nundcomar as those through whose hands the four first articles were paid, might have been examined, and they must have proved the facts; but it does not appear that any one of them was called upon, although most of them were resident at Calcutta. This proof would have been easy and certain. As to Nundcomar, if his bad character was not too well established not to deserve credit, the manner in which he tells the story would destroy his credit."*

Now when the Court of Directors, instead of asking any explanation from me on any of these allegations, referred them to a course of law; when the lawyers to whom they were referred not only thought them too vague and insufficient to maintain an action, but even condemned the facts on the informer's own statement of them; when the characters of my accusers themselves suffered from their intemperate conduct, and the notorious infamy of the agents they employed to destroy my reputation; and when, after every effort of Ministry and the Directors to criminate me, I was acquitted of these unfounded charges, and repeatedly re-appointed to my station of Governor General: after all these circumstances, is it any crime in me not to have explained what to the present moment I have never been called upon to explain?

I now come to that part of the Charge, in which I am accused of having at different times, since the promulgation of the act of 1773, received various other sums, contrary to the express prohibition of the said act,

act, and to my own declared sense of the evident intent and obligation of it.

I hope this Honourable House will not think it necessary for me to answer all the irrelevant matter in this or any other Charge; but that they will think I exculpate myself sufficiently from any offence to the law they have enacted, if I prove, that the sums I have acknowledged, and am here charged with having received, were not taken, according to my judgment, in violation of the ordinances of that law, but under circumstances which, in my opinion, fully justified me. I make this previous remark, because I find in this Charge much cavil, and a great deal of criticism on the expressions of my several letters to the Court of Directors on these subjects. For instance; it is argued that I had not alienated the sums deposited in my name, although I have expressly said I had endorsed the bonds, or in other words, that I had declared them not to be my property. There are distinctions of common law in matters of private property, which I hope it will not be expected I should combat; and therefore I shall proceed to reply to the general principles of the act, trusting to the liberality of this Honourable House to acquit me if they see no corrupt motive in my actions.

I beg it may be observed, that the first of these presents was received in the year 1780, at a time when, as I have truly said to the Directors, "the exigencies of the government were my own, and every pressure upon it rested with its full weight upon my mind: Where-ever I could find allowable means of relieving them, I eagerly seized them." It was in this year, and at one of these distressful periods I allude to, that I formed the plan for drawing Mhadajee Scindia from Guzzerat to the defence of his own dominions, in hopes of laying the foundation of that peace with the Marattas, to which this measure did afterwards so greatly contribute. This plan was opposed by Mr. Francis, then a Member of the Council, on the plea, amongst others of little importance, of the additional expence we should incur by its adoption. About this time, Buxey Sadanund, the

the confidential servant of Cheyt Sing, had been deputed to me in Calcutta by his master, to acknowledge his former ill-conduct, and to assure me of his implicit obedience and submission in future: He was also entrusted by his master to endeavour to procure a remission of the payment of the annual sum of five lacks of rupees, which the Board had fixed as his proportion of the expences of the war.—I peremptorily refused his request, but assured him, that on the restoration of peace, this additional subsidy should cease; and that this was all he must expect.—Sadanund wrote to his master, and received a commission from him, to give me the strongest assurances of his future obedience, and submission to the orders of Government; and he was further directed to request my acceptance of two lacks of rupees as a present to myself. My reply was, that I cordially received his submission and assurances of obedience, but that I must absolutely refuse his present, which I did.

Having been disappointed in the execution of my plan for attacking Scindia's dominions, which I deemed, and which proved to be of the most material consequence, and being thwarted in it by my colleagues on the plea of expence, which was the only material objection made to it, I determined to accept of the offer which I before refused; and on my return from the Council, the day I believe that my plan was rejected, I sent to Sadanund, and told him I had reconsidered his master's offer, and would accept the two lacks of rupees, which I desired him to pay to the Sub-treasurer, Mr. Croftes, meaning to apply this money to defray the expence of the expedition against Scindia, and thereby hoping to obviate the only objection which had been made to this important undertaking. Unfortunately I did not succeed in obtaining the consent of Mr. Francis and Mr. Wheler, and was therefore concerned at having accepted this sum from Sadanund, since the only use to which I meant to appropriate it was frustrated; and I expressed my vexation to Mr. Markham, my Secretary, as he (who fortunately for me is now in England) can attest. Upon mature reflection, I determined

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neither

neither to inform the Council of the transaction, nor to return the money to Sadanund, having once consented to accept it; I therefore suffered it to remain in the Company's cash, as a deposit for their use, and by the next dispatch to Europe I informed the Court of Directors of the transaction, though I did not state to them from whom I received the money—a neglect which I should have studiously avoided, could I have foreseen the consequences of it. I thought at the time that I did all that was necessary, by declaring *that it was not my own, and that I neither could nor would have received it, but for their use.*

After this explanation I hope this Honourable House will acquit me of any corrupt motive, or any view of private advantage, in the manner of accepting this offer.

The rest of the sums which are entered in the public treasury accounts, either as money lent on bond, or placed on deposit, were taken, as I have already said, in the time of the most pressing necessity, in order to relieve the exigencies of the State, which I felt so forcibly, that, attentive only to provide for them, I did not reflect on an interpretation which might be put on my actions so totally foreign to the purity of their motives. I cannot better prove this purity of intention to the satisfaction of this Honourable House, than by shewing, that every step I took in this business led to a public application of the money; and to put it out of my own power to benefit by the acceptance of it.

I have already fully explained the transaction of the two lacks of rupees given by Sadanund; the sum of 406,000 rupees, for which bonds were given, was paid directly into the Company's treasury for their use, and never passed through my hands; and in a few months after the receipt of it, when I was about to leave the Presidency to proceed up the country on a service liable to personal danger, I endorsed the bonds payable to the Company, and left them in the hands of Mr. Larkins, our Accountant-General, with express directions to deliver them up. I hope I need not detain this Honourable House by obviating the cavil that an indorsement

dorsement on a bond is not good in common law, though it is in equity. I flatter myself it will be evident, that I had no corrupt motive in taking this money; that it was *bona fide* for the Company's use; that they, and not I, had the benefit of it; and that the alienation of my right, by the indorsement, was in fact as effectual as a formal transfer.

Two other sums, of 232,000 rupees, and of 58,000 rupees, were paid into the treasury, as received from me on account of Durbar charges; which is a regular official account, as much under the inspection of the Supreme Council as all the other public accounts, and consequently no concealment could have been made or intended, and they hereby became immediately as much the property of the Company as if they had been a regular revenue.

The last part of the Charge states, That in my letter to the Court of Directors of the 21st of February, 1784, I have confessed to have received another sum of money, the amount of which is not declared, but which, from the application of it, could not be less than thirty-four thousand pounds sterling, &c.—In the year 1783, when I was actually in want of a sum of money for my private expences, owing to the Company not having at that time sufficient cash in their treasury to pay my salary, I borrowed three lacks of rupees of Rajah Nobkissen, an inhabitant of Calcutta, whom I desired to call upon me with a bond properly filled up; he did so, but at the time I was going to execute it, he entreated I would rather accept the money than execute the bond. I neither accepted the offer nor refused it, and my determination upon it remained suspended between the alternative of keeping the money as a loan to be repaid, and of taking it, and applying it, as I had done other sums, to the Company's use; and there the matter rested till I undertook my journey to Lucknow, when I determined to accept the money for the Company's use; and these were my motives:—Having made disbursements from my own cash for services which, though required to enable me to execute the duties of my station, I had hitherto omitted to enter into my public accounts,

counts, I resolved to reimburse myself in a mode most suitable to the situation of the Company's affairs, by charging these disbursements in my Durbar accounts of the present year, and crediting them by a sum privately received, which was this of Nobkissen's. If my claims upon the Company were not founded in justice, and *bona fide* due, my acceptance of three lacks of rupees from Nobkissen by no means precludes them from recovering that sum from me. No Member of this Honourable House suspects me, I hope, of the meanness and guilt of presenting false accounts—I have never benefited by contingent charges, or by retaining the money of the public in my own possession, for my private emolument.

I have purposely refrained from any remarks or observations on some unfair deductions and unjust inferences in the reasoning of this charge, as well as on some assertions which are not true, in order to avoid breaking in upon the narrative of these transactions: But I must now take leave to observe to this Honourable House, that the insinuations which are made against me for not communicating these circumstances "till I" "was apprized of the enquiries made in the House of" "Commons, and when a dread of the consequences of" "these enquiries might act upon my mind," are equally injurious and groundless. My first communication to the Court of Directors was dated the 29th November 1780, *when no enquiry had commenced*. When I wrote my letter to the Directors, in May 1782, I could not possibly have known of the change of Ministry in the preceding March, which is another consequence alluded to.—But my accuser says, this letter was not dispatched till the 16th December 1782, and it might have been sent sooner.—To this I reply, that when I wrote this letter, in May, the *Lively* was expected to be dispatched every day; that in the course of human events it was probable she would arrive in England before any other ship; that her detention was neither to be foreseen nor prevented;—and, lastly, a Gentleman of approved good character, high in station and reputation, makes oath, that the letter was made up and sealed for the

the Lively's packet, and remained closed till the 16th of December, when it was opened for the express and sole purpose of enclosing his affidavit. — The assertion, "that it does not any where appear I have surrendered the said bonds as I ought to have done," is not true. They have been all surrendered, as will appear by the papers now before this Honourable House.

I have nothing more to add to this reply, than that it will be found, on a reference to the Act of 1773, which I am accused of violating—that the prohibition of receiving money is there strictly confined to the persons not receiving it for his use, or on his behalf; and to assure this Honourable House, in the most solemn manner, that I never meant nor intended the money so taken by me for any other use than that of the State, which was, at the time of its being taken, in such imminent danger and distress, that every little aid of this kind became an object of national consequence. I hope this Honourable House will do me the justice to believe, that a pure principle of zeal alone actuated my conduct; but if I should not, which I am unwilling to suppose for a moment, possess their good opinion, let me appeal to their understanding, and ask them, whether it is consistent with common sense, that a person who meant to take money corruptly for his private use, would select for his Agents the Company's public officers, men of established characters, or endorse bonds over to the Company which he meant for himself, or pay the sums which he meant to appropriate to his own use into the Company's public treasury?

The sum which I accepted for the Company's use from the Nabob Vizier Asoph ul Dowlah (above ten lacks of rupees) is so clearly stated, that I am only accountable, in the opinion of my accuser, for having received it at all, and for presuming to ask the Court of Directors to allow me to receive it from their bounty, on account of the insufficiency of my own fortune.—The money I accepted for the Company, and I applied it faithfully to their service.—I had no corrupt interest with the Court of Directors, I never sought to obtain a corrupt interest with them, but have always been anxious that

that the Court of Directors, and the world at large, would determine on my conduct from my actions, not from my professions.—I told them, with great truth, that my private fortune was inadequate to the situation which I had so long filled in their service, but I scorned at all times to increase it by improper or unjustifiable means; and I am as ready as any man to confess, that with a very little attention to my own concerns, I should at this moment have possessed a fortune far beyond my wants, or my wishes. This Honourable House will, I hope, pardon me for this digression, the subject in some degree has forced me into it. Let me only add, that according to my construction of the Regulating Act of 1773, I was left at liberty to receive money, provided it was to and for the sole use of the Company; and that I never entertained a thought of receiving it upon any other terms, nor did I ever mean to appropriate a rupee of the sums so received to my own use, without the sanction of the East India Company, my employers. Whatever imperfections there may be in my character, and I have many, yet no man who knows me will suppose me capable of asserting an untruth, or, which is in fact the same, of presenting a false account to this Honourable House, or to my old and indulgent masters, the Proprietors of East India Stock.

Answer

Answer to the Ninth Charge.

R E S I G N A T I O N.

IN the year 1776, Mr. Lauchlin Macleane, assuming powers with which I had not entrusted him, proposed to the Court of Directors certain stipulations in my name, which when communicated to me I refused to ratify. *Ten years after*, in the year 1786, that refusal is charged against me as a high crime and misdemeanor. In the whole of this perplexed affair I am less concerned than any of the parties who acted or concurred in it; yet I am exclusively prosecuted for its real or supposed consequences. Mr. Macleane, who *exceeded his commission*, is dead; but I am not inheritor to *his* share of the imputed culpability. The Committee of Directors who were appointed to inspect Mr. Macleane's powers; the Court of Directors, who acquiesced in a divided report from that Committee; his Majesty's ministers, who admitted the consequent acts of the Court of Directors without investigation, were all separately and jointly interested in the event, and are all much more responsible than myself; the Court of Directors at least were under a necessity of taking the earliest steps to resent the insult and redress the injury which it is urged they sustained; and ministry were still more obliged to action, from the higher importance of their offices. Both parties had only to unite, and they could have forced me from the chair

I refused

I refused to resign. So far from doing this, a Court of Directors, consisting of a majority of the same members, and a ministry with the very same leader at the head of it (who had been *a party* to the acceptance of Mr. Maclean's offer, and *a party* to the disappointment on my refusal) did, in the year 1778, continue me in the office I had so pertinaciously held, by a new Act of Parliament, and by a new acquiescence in my nomination. What part therefore of the offence incurred, or of the injuries produced by this affair, can with propriety be imputed to me? Powers which the possessor confessed he dared not shew, were *admitted* and *acknowledged* by those who *never saw them*; powers which, if allowed to the extent in which they are stated, would not entitle the possessor to sue for the most trifling sum in any court of law in Europe, were allowed to be a legal warrant for the resignation of 25,000l. per annum, by those who would have indignantly refused to pay five pounds, if demanded on the same powers. And *here* too was a matter far above the little ordinary concerns of pecuniary negotiation, or the partial powers of a common agency. *Here* an office, of the first importance in the whole extent of our empire, was to be bartered away with the slight and slovenly informality of *general declarations*.—No letter of attorney, no authentic instrument, no formal credentials, sanctioned by my hand and seal.—A mere selection and compilation from different paragraphs of a paper, stated to be “instructions to my agent,” is the whole foundation of the transaction. It was acknowledged by the Agent himself, that “the powers with which he was entrusted were mixed with other matters, of a nature extremely confidential.” Much of the instructions, therefore, never *was*, nor *could* be, nor was *intended* or *expected* to be, communicated. How could the Directors be certain that the *parts concealed* did not contain a *precise* and *positive prohibition* to my Agent of assuming any such powers?—It was possible, and not improbable, at least their vigilance would not have slumbered so remissly over the *chance* of

of such a circumstance, had the demand been of a pecuniary nature: But of *three persons* who were appointed *examining proxies* for the Directors on this occasion, *one*, Mr. Richard Becher, since deceased, openly declared *he* conceived the pretended powers to be *no powers at all*. Here was a warning, one would have thought, to the most indifferent temper. Credulity itself would here have taken the alarm to discuss the subject with more accuracy and acuteness.—What then did the two remaining members of this committee report? “That having conferred with Mr. Maclean, they found that, from the purport of Mr. Hastings’s instructions, contained in a paper in his own handwriting given to Mr. Maclean, and produced by him to them, Mr. Hastings declared he would not continue in the government of Bengal, unless certain conditions therein specified could be obtained, of which *they* (i. e. the Committee) saw no probability:”—That is, because a Committee, unknown to and unauthorized by *me*, saw no probability of certain events, *I* am made to declare I would not continue in the government!!—Surely the Committee’s ideas of probabilities were no rule for my conduct. What had an extraneous Committee’s opinions to do with my *private* declarations to my own Agent? My Agent might have seen probabilities, though the Committee saw none;—or there might have been probabilities, though neither the Agent nor the Committee saw them;—or there might be a possibility even *against* probabilities;—or that which I had declared to my own Agent, I might chuse *not to declare* to any other;—or I might think such a declaration (“mixed with other matters of a nature extremely confidential,” and conveyed in a paper of *private instructions to a confidential agent*) *equivalent to no declaration at all*. On so important an occasion, *nothing* could constitute a *power*, but a clear and formal appointment, such as “*I do hereby authorize and empower you, Lauchlin M’Leane, in my name, and on my behalf, to resign the government of Bengal,*” or words to that effect. Surely the security of possession is not less guaranteed

by law for the office of Governor-General, than for the most trifling part of our private property. Add to this, I have myself furnished subsequent proof that I had never the remotest intention of empowering my Agent to resign in my name; for, between the time of Mr. M'Leane's departure from Bengal, and his offer to resign my government, I had repeatedly, *thrice at least*, signified in *public*, and *recorded letters* to my superiors, that no inducement should tempt me voluntarily to quit my station, until I saw an end to the struggles in which I was then involved with the Council: that, if I lived, I would see the end of it. My letters to this purport are dated in March, April, and October, 1775.

My refusal to ratify the pretended resignation took place on the 20th of June, 1777; and if I were warranted (which I have indisputably proved above) in that refusal, all the consequent events which happened in Bengal are to be imputed to any, or all, of the parties to the original error and inadvertency. But in the year 1778, I was appointed to the Chair *by a new act of Parliament*: at that time, therefore, my pretended resignation was known to Parliament, and it must have been understood to be a *valid act*, or to be *invalid*. If *valid*, Parliament, and not *I*, were the cause of injury to General Clavering, by a renewal of my nomination: if *invalid*, Parliament, by the sanction of a renewed appointment, certainly acquitted me of having given such powers to Mr. M'Leane.

To the first article of accusation therefore I reply, that if Mr. M'Leane had *no powers* (and none are proved; on the contrary, I *have proved* that he *had none*) my refusal was no breach of faith with the Court of Directors, and his Majesty's Ministers. To the second article ("*disrespect* to the Directors, and his Majesty") I know not what to answer; for how much soever I may abhor the thoughts of such *indecorum*, I cannot conceive it to be any part of an "impeachable high crime and misdemeanor." If the resignation were *invalid, ab initio*, as I have proved, my refusal was no injury to General Clavering; and, if it *were*,
I should

I should suppose *personal injury* to have its remedy at common law, *not* by impeachment: and for the rest of that clause, it would be just as regular to arraign a thunder-storm for the damage it might have done to a steeple, as to impeach me for the injury an act of mine "*might have been to Mr. Wheeler.*"

But the last consequences of my refusal are, that it was an "act of signal treachery to Mr. M'Leane, &c. and prejudicial to the *affairs* of the Company's servants in India!"

Treachery, not to admit the exercise of powers I had not bestowed!—*Treachery*, not to authenticate an act performed without a warrant, and operating most notoriously to my prejudice!—*Treachery*, to set an example of regularity, of firmness, and of precision, in one of the most important concerns of life!!!—And how was it prejudicial to the Company's servants, or rather how could it be conceived possible, that a Charge founded on such lame premises, and closed with so unaccountable, unprecise, and impotent a conclusion, should pass for serious? as if it *were*, or *can* be, or *ought* to be, prejudicial to people in India that their agents should hereafter be required to produce the powers by which they act;—that all parties should learn to be cautious in precluding the possibility of misrepresentations and misconceptions in matters of agency;—and that an exemplary check to this unwarrantable assumption of never-delegated powers, should prove a salutary warning, and sure preventive of future prejudice to all concerned in mediatory transactions.

Before I close this article, I beg leave to refer to *two letters of mine*, one indeed before the House, addressed to the Court of Directors; the *other* not before the House, a letter to the Chairman of that Court, which I fear was never communicated to those for whose information and conviction it was particularly intended. It is dated 27th August, 1777, the first occasion I had of writing home on the subject of my pretended resignation; and its authenticity I can fully prove from my original letter book, now ready to be

produced. This letter inclosed full copies of all the instructions I had ever given to my private agent, Mr. M'Leane, whom I commissioned specially to unite with my other friends, in procuring an enlargement of my authority, which as it then stood I had found insufficient for any good purposes of government, and which by a very late Act the legislature has been pleased to deem insufficient also. It would have been very extraordinary had I furnished him with powers to join my enemies, and so become the very means of deposing me from that station which it was the express and sole purport of his mission to support and extend. Those powers, therefore, which by a partial and imperfect statement had been stretched to an indefinite and unwarrantable extent, I wished by this letter to have displayed to the Directors at large, as the most obvious and ready proof of their specific limitations. Why they were suppressed by the very Chairman, who afterwards joined in a letter of censure for my *suppression* of them, I do not pretend to explain. Very unfortunately for me, I have not been able to find copies of them at present, and conceive they must have been left in Bengal, with many other papers which I did not imagine likely to be of public and immediate importance. I profess myself to be very partially informed of the various steps, which led to my proposed resignation in 1776. I am convinced Mr. Macleane acted to the best of his judgment; and if it were not an improper request, I would desire to call upon a Noble Lord, who was at that time the Minister, to state to this Honourable House every circumstance of that transaction.

Answer

Answer to the Thirteenth Charge,

Mr. RICHARD SULLIVAN'S APPOINTMENT.

UPON this Charge I shall not detain this Honourable House. Mr. Richard Sullivan accepted from the Nabob of the Carnatic, and from the Nabob's creditors, a commission to act for them in Bengal, and produced powers for that purpose.

For reasons which struck me as very forcible, and without a wish wantonly or unnecessarily to encroach upon the rights of the government of Fort St. George, I appointed Mr. Sullivan the Minister of our Government at that Presidency. Of this appointment the Court of Directors disapproved, and they dismissed Mr. Sullivan from their service, for having accepted of his original commission. Before I heard of his dismissal I proposed to appoint him our Ambassador at the Court of Nizam Ally Cawn.—What part of this transaction is culpable, in so far as I am concerned in it I know not, and I leave it to make its own impression upon this Honourable House,

Answer

Answer to the Fourteenth Charge,

RANNA OF GOHUD,

INTRODUCTION.

I Must apologize to this Honourable House for the length of my defence upon this article of the Charge, As it was a Charge of breach of faith in the violation of a public treaty, which I have ever considered as a crime of a most heinous nature, as most pernicious in its consequences, and therefore required the fullest refutation, I have been under the necessity of entering into a connected and minute detail of all the occurrences of our intercourse with the Ranah for that purpose; and these will shew that his part of the alliance consisted of a series of unremitted acts of the blackest perfidy, and ours of as marked forbearance.

This Charge, though comprised in the small compass of two pages, contains so many artful misrepresentations of facts, apparently authenticated by partial quotations and perverted truths, that it will be difficult to give them a clear refutation, without entering fully into the subject.

It is affirmed in the Charge, “ that in the late war
 “ against the Marattahs, the said Ranah of Gohud did
 “ actually join the British army under Colonel Muir,
 “ with two battalions of infantry and 1,200 cavalry,
 “ and did then serve in person against the Marattahs,

“ thereby

“ thereby affording material assistance, and rendering
 “ essential service to the Company.” A person inclined to candour would have stated this fact very differently : he would have said, that the Ranah of Gohud was bound by the 5th article of his treaty with the English to furnish 10,000 horse ;—that the commanding officer, Colonel Camac, repeatedly applied to him on behalf of the English government, and at last could obtain no more than two battalions of infantry, and 200 horse ; and that the Ranah himself did not join our army until no alternative was left him but that of either taking a decided part in our favour, or being declared an open enemy ; that this was not until ten months after our army had entered the Maratta country, and that he staid with our army only a few weeks, leaving it at a most critical period before the conclusion of peace with the Marattahs ; thereby *not affording material assistance*, but causing essential detriment to the service of the Company.

In another part of the Charge it is said, “ that he
 “ the said Hastings, in the instructions given by him
 “ to Mr. David Anderson, for his conduct in negotiating the treaty of peace with the Marattas, expressed his determination to desert the Ranah of Gohud,
 “ in the following words :—You will of course be attentive to any engagements subsisting betwixt us
 “ and other powers in settling the terms of peace and
 “ alliance with the Marattas : I except from this the
 “ Ranah of Gohud ; leave him to settle his own affairs
 “ with the Marattas.” Who would not think from this that I had wantonly, and without reason, deserted the Ranah of Gohud ? Who would suppose that in deserting him I was justified by the strongest reasons, and that these reasons are recited in the very middle of those words, which as they are quoted in the Charge produce on the mind the effect of one connected sentence ? The real words of the instructions to Mr. Anderson are as follows : “ You will of course be attentive to any engagements subsisting betwixt us and
 “ other powers, in settling the peace and alliance with
 “ the

“ the Marattas : I except from this precaution the
 “ Ranah and Gohud, *who has been guilty of the most*
 “ *flagrant breach of faith towards us in every instance,*
 “ *after a most faithful and scrupulous performance of*
 “ *every stipulation in his favour by us, and after we have*
 “ *saved him and his country from certain destruction :*
 “ leave him to settle his own affairs with the Marattas.”

Here then are full and sufficient reasons for my conduct towards the Ranah. The mind feels relieved from the shock which it received, at the idea of deserting without a cause a man whom my accuser would represent as a faithful and serviceable ally. I appeal to the candour and justice of this House, if it is fair, if it is honourable, to draw a criminal Charge thus against me from my own expressions, and yet to omit those words which, if admitted, are a full justification of me. The only doubt that can remain is regarding the truth of the reasons thus assigned : a few words would not be sufficient to clear up this matter. I trust, however, that this Honourable House will suspend their judgment for a moment ; and I promise to remove every doubt, by giving a full account of the Ranah's conduct towards us, exhibiting a series of treachery and perfidy which it is to be hoped cannot be paralleled in European history.

The framer of the Charges against me then proceeds to observe, that “ the said Anderson appears very
 “ assiduously to have sought for grounds to justify the
 “ execution of this part of his instructions ; to which,
 “ however, he was at all events obliged to conform.”
 If my accuser had thought proper to quote the sequel of the same paragraph of the instructions, the House would have seen, that Mr. Anderson was enjoined to *obtain intelligence* regarding the Ranah's conduct ; but not to *seek for grounds to justify* the execution of this part of his instructions ; and that he was *not at all events obliged to conform to it* ; for he was to judge from that intelligence, whether the Ranah was worthy of being any longer considered as the ally of the English. The words are these, and they immediately follow the preceding quotation : “ Colonel Muir will give you
 “ complete

"complete intelligence regarding the Ranah's conduct; and from this you will judge whether he is worthy of being any longer considered as our ally."

But it is in vain to trace and point out all the subtilties of this Charge. We might ultimately arrive at truth by pursuing fallacy through all its studied mazes, and exposing it at every turning to detection; but how tedious, how intricate, and perplexing would be such a pursuit?—The easiest and shortest way will be to quit it altogether, and to follow the plain and simple path of truth. And I trust that this Honourable House will not think I unnecessarily consume their time, whilst I submit to them, as succinctly as possible, a plain history of the transactions which have passed betwixt us and the Ranah of Gohud, from the commencement of our connection down to the period when his treachery and repeated breach of engagements rendered him unworthy of our further protection.

On the 2d December, 1779, a treaty was settled betwixt the English government and the Ranah of Gohud, stipulating certain conditions of alliance, chiefly relative to the Marattah state, which was at that time considered as the enemy of both. As the House is in possession of a copy of this treaty, I will not, unnecessarily, intrude upon their time, by reciting the several articles of it; but shall proceed immediately on my narrative.

At this time the Marattahs had possessed themselves of many of the Ranah's districts. Their armies had laid waste and plundered even the environs of Ghode; and the Ranah, being incapable of opposing them, remained shut up in his capital. In consequence of the treaty he solicited our assistance, and it was immediately given. In the month of February 1780, Captain Popham, with a body of English troops, arrived at Ghode, and being joined by the Ranah's forces, very soon compelled the Marattahs to abandon that country. It was then thought adviseable to carry the war into the Marattah territories; and the united forces, after repeated marches, crossed the river Scind, and arrived in the Cutchwagâr districts, where Captain Popham

commenced his operations, by laying siege to Lohâr, which was reckoned the strongest of all the numerous forts possessed by the Marattahs in that part of the country. It was for some time obstinately defended; at length, a practicable breach being made, it was vigorously assaulted, and carried, with the loss of several English officers, who fell in the storm. On the fall of Lohâr, all the rest of the Cutchwagâr country soon submitted to the English and the Ranah.

According to the 4th article of the treaty, it was settled, that whatever countries should thus be conquered from the Marattahs, a valuation should be formed on the receipts of the ten preceding years, and an annual tribute being settled as the Company's nine-sixteenth proportion of the revenue, the countries should be delivered over to the Ranah. Without waiting for the form of such an adjustment, Captain Popham, relying on the good faith of our ally, delivered up to him the Fort of Lohâr in two days after its reduction, and permitted him to establish his government throughout the whole of the Cutwagâr country. An Aumeen or Commissioner was afterwards appointed to form the valuation; but so many difficulties were thrown in his way by the Ranah's officers, that it never could be effected; and though our connection with the Ranah lasted for two years longer, and during all that time he remained in quiet possession of these territories, he never accounted for any part of the revenue to the Company.

The 2d article stipulated, that the expence of the English forces should be defrayed by the Ranah monthly, at the rate of 20,000 rupees for each battalion. Captain Popham was unwilling to make any demand until some capital service should have been performed by our troops; he deferred it therefore till after the reduction of Lohâr; and as the battalions under his command were something less in number than the Company's usual establishments, he was instructed by the Governor General and Council to remit 20,000 rupees per month in our claim; but the generosity of Captain Popham, and the justice of the Eng-
lish

lish Government, were equally thrown away on the Ranah. The service for which he had required our troops was performed, and he thought that he no longer wanted our assistance. He used every evasion to avoid the payment; he pleaded inability; he requested a respite until the harvest could be reaped; and when he found that Captain Popham was positive in demanding a supply of money for the relief of his troops, who were then greatly distressed, he peevishly replied, that he would pay their arrears, and that they might re-cross the Jumna, and return to their own country. One month's pay, in part of the arrears, was at length obtained; but as the Ranah would not pay the remainder, Captain Popham did not think himself authorized to move without it; he continued therefore in the Ranah's country; and although the usage he had met with might have damped the zeal of a less active officer, he lost no opportunity of promoting the welfare of our faithless ally. The rains had now set in, and the difficulties of marching were very great; yet Captain Popham, with his little army, moved from Lohâr in pursuit of the straggling parties of Marattahs, who still continued to infest the neighbourhood. In these operations he was almost unsupported; for the Ranah had returned to Ghode, and not more than 3 or 400 of his troops remained with the English army. By the spirited exertions of Captain Popham, the Marattahs were soon totally driven beyond the confines of the Ranah's dominions; still, however, they possessed the Fort of Guâliar; and it was evident, that if it was suffered to remain in their hands, they might renew their depredations and encroachments on the Ranah's territories, whenever he should be deprived of the protection of the English forces; and it was our interest to weaken their power, and divert their operations.

This fort had long been reckoned impregnable. The enterprising mind of the English commanding officer was not to be discouraged by any difficulties: he formed the idea of reducing it, and for this purpose encamped at about eleven miles distance, at a place called Raypoor. The Ranah about this time became

more urgent than ever for the return of the English troops: but, as he still evaded the payment of their subsidy, Captain Popham could not comply. He shewed daily signs of discontent and suspicion; messengers were constantly passing betwixt him and the Maratta officer in Gualiar; and it was generally reported that he would soon make peace with the Marattahs, and dismiss the English troops from his territories. So manifest, in short, were the signs of his disaffection, that Captain Popham could not trust him with his plans. Gualiar was assailed on the 3d of August, 1780, in the dead of night, and taken by a manoeuvre, which, for the secrecy and boldness of its execution, equals any thing to be met with in history. The glory of this enterprize was reserved for the English alone, as the Ranah was not informed of the design, until he heard that, on the morning of the 4th, the English flag was displayed on the walls of the fort.

The reduction of this important fortress opened a new source of contention. Encouraged by the easiness with which we had delivered up our former conquests, the Ranah claimed immediate possession of it. On the other hand, the English government thought it necessary that this important fortress should remain in possession of our troops, as, during the continuance of the war with the Maratta state, the safety of the acquisition might be hazarded, if it were left to be protected by the Ranah's. These were the reasons set forth by the Board, in their letter to the Court of Directors of the 26th August, 1780. Additional reasons were however suggested at different times, which, though I do not give them as my sentiments, (for they were not mine,) had their influence on the Board, in continuing for some months to retain possession of this fort. It covered the expedition which was at that time projected, and afterwards carried into execution under Colonel Camac; it was the key of Hindostan; it opened a communication to Malva; it was a pledge of the Ranah's fidelity; and one of the members gave his opinion, that "it ought to be kept, to be made use of in an accommodation with the Marattahs;" and,

in strictness, the treaty between the Ranah and us did not expressly require that this fort should be delivered over to him, until the conclusion of the peace with the Marattahs. To quiet, however, as far as possible, the apprehensions of the Ranah, I wrote to him a letter, containing the following sentence (7th September 1780, 6th Rep. App^x 291): "I now find that the conduct of Captain Popham has given you apprehensions of the sincerity of our intentions in this point (the delivery of the fort). The case is this: You yourself are well acquainted with the importance of this place to us both, during the present war with the Marattahs, and must be well convinced that the retaining possession of it is of the utmost consequence in the future operations against our enemies in that quarter. I must therefore request that you will suffer it to remain in our possession, till the final conclusion of the present war with the Marattahs; declaring to you at the same time, that, as soon as peace shall have taken place with them, the fort of Gualiar shall be delivered up into your hands. It is your's; it is your right; nor has this government any idea of alienating it."

But these assurances had no effect on the Ranah. He withdrew from the English. He refused to pay the arrears of the subsidy, and openly exclaimed that the English, in retaining the fort of Gualiar, had broken their faith with him. The fear of punishment however on the one side, and his hopes of some time obtaining from us this fort on the other, prevented him from taking a decided part against us. These motives obliged him to preserve some appearances, whilst he inveighed against us, and deterred all the neighbouring Rajahs from uniting with us.

Afterwards, when Colonel Camac arrived at Ghode, and it was thought expedient to make a diversion of the Maratta forces, which were then opposed to General Goddard in Guzzerat, by carrying the war into the heart of Madajee Scindia's country, application was made to the Ranah to furnish 10,000 horse, agreeably to the 5th article of the treaty. For some time he

he endeavoured to amuse the Colonel with promises; and at last, with great reluctance, he sent with our army two wretched battalions of infantry, and less than 200 horse, and these were, in fact, rather an incumbrance than an aid, for the Colonel was obliged to subsidise them with money from the Company's chest; and he has often been heard to express apprehensions (which he affirmed were too well founded) of their deserting to the enemy.

The Rajah of Narwar, and every chief who had correspondence with us, were loud in their exclamations against the treachery of the Ranah's conduct towards the English;—they asserted, that he was treating with Sindia for his safety, by deserting us, and that he made a merit with that prince of his evading to join Colonel Camac. To this period all the minute parts of the preceding detail, which are inserted to form the connection, and all the facts which do not appear on our own records, are extracted from a protest which was prepared by Colonel Camac against the Ranah, but which considerations of policy prevented him from delivering.

Such were the disadvantages under which Colonel Camac marched into the Marattah country. The great object of the expedition was indeed accomplished, in drawing Madajee Sindia from the Guzerat Provinces, where he had long powerfully opposed General Goddard, and obliged him to attend to the safety of his own dominions. But the event had almost proved fatal to our army, for when it had reached Seronge the Colonel found himself harrassed on all sides by parties of the enemy, his provisions were intercepted, and the princes whom he expected to join him all stood aloof.

In this situation, when the army was reduced to great distress for provisions, it was determined to return towards the Ranah's country, and letters were dispatched to the commander in chief, desiring that the troops then stationed at Futtyghur, under the command of Colonel Muir, might be sent to support them.

The

The Fattyghur detachment was accordingly sent, and arrived at Ghode on the 29th March 1781, where Colonel Muir received intelligence of Colonel Camac's having surprized Sindia's camp near Oolares, on the 24th of the same month, and of his having put the Marattah army to flight, and taken several guns and elephants, and a quantity of ammunition. In the letter which I received from the Colonel, dated 29th March 1781, on this occasion, there is the following remarkable paragraph:

“ My accounts from Sipperry further mention, that
 “ letters have been intercepted from the Ranah to Sin-
 “ dia, wherein the Ranah congratulates him on the
 “ successes which have attended all his late schemes
 “ in distressing the English army, and warmly recom-
 “ mends Sindia's marching part of his army into his
 “ country, with assurances of not only joining him
 “ with all his own force, but that all the Rajahs and
 “ Chiefs around are ready to follow the fortune of
 “ Sindia; and indeed I must confess that the whole
 “ of the Rana's conduct for some time past has been
 “ such as to give some grounds for crediting this re-
 “ port; and without descending to particulars, of
 “ which you must have long since information, I shall
 “ only beg leave to observe, that ever since I have en-
 “ tered his country it has been with difficulty I have
 “ procured a sufficiency of provisions to answer the
 “ daily consumption in my camp, although the great-
 “ est encouragement has been published throughout
 “ the country, nor has the value of a rupee been
 “ taken without paying for it; and all *this I have the*
 “ *most positive proof has been owing to prohibitions pub-*
 “ *lished by our supposed ally the Ranah.* To this treat-
 “ ment, when we add his late evasions and non-com-
 “ pliance to every requisition by Captain Palmer to
 “ march to Camac's assistance—these are circumstan-
 “ ces, which if not absolute proofs of his disaffection,
 “ they are at least strong indications to suspect him;
 “ how far Colonel Camac's recent success, and my
 “ entering this country with so formidable a force,
 “ may

" may operate on him to take a decisive part, a very
" few days must now determine."

Colonel Muir did not arrive at Antry till the 4th of April; the many disappointments he met with in procuring cattle to bring supplies of grain had delayed his progress; and having had no assistance from the Ranah, the difficulties he experienced were beyond conception. Every persuasion in his power was used, but to no purpose, for the Ranah still kept aloof, and his example deterred any of the neighbouring princes from espousing our cause.

About this time a measure was adopted by the Council of Fort William (then reduced to two members, myself, and Mr. Wheeler) which ought to have dissipated all the Ranah's suspicions, and rivetted him to our alliance for ever.

An order was issued, on the 2d of April, for delivering up to him the Fort of Gualiar.

Whilst the fort was kept in our hands, I could make every allowance for the suspicions and even the disaffection shewn towards us by our ally: But if any thing could be offered in extenuation of his conduct, previous to the delivery of it, what shall we say if we find him afterwards uniformly pursuing a system of fraud and treachery?

Colonel Muir, on the 30th May 1781, wrote to me from Jomgery, as follows: " Immediately on my
" having received advice of the Rana's being in possession of Gualiar, I addressed him agreeable to the
" Board's instructions, a copy of which, with his answers, and translations of each, I now do myself
" the pleasure to enclose you. So very evasive and
" unsatisfactory a reply had determined me to protest
" against him without further delay; but just as it was
" ready for dispatch, I received such information from
" a gentleman of my family, whom I sent some time
" ago to reside with the Rana (with instructions to
" keep a watchful guard over his conduct) as inclined
" me to suspend my protest for a few days, and give
" him an opportunity of reflecting on the consequences
" that he had to expect, should my operations be pro-
" craftinated

"craftinated through any delay on his part. I am
 "further induced to postpone pushing him to extre-
 "mity, as I had received advice of a quantity of grain
 "having been purchased and ready to be dispatched
 "from different parts of his country: and as this sup-
 "ply must arrive in a few days, I shall, until then,
 "defer my protest, which I however still hope his
 "conduct will render unnecessary. Report says, the
 "Rana is collecting his forces; and he has declared
 "to Lieutenant Gowan (now with him) that by the
 "expiration of the 12 days (mentioned in my letter
 "to him) he will join me with 3,000 horses, and 4
 "battalions of his infantry. The sincerity of these
 "assurances a few days will determine. I cannot pre-
 "tend to declare any fixed opinion of the Rana's
 "sentiments. His conduct must now be the only cri-
 "terion to judge by; and it affords me a most sincere
 "satisfaction, when I reflect that I must, in a few
 "days, put him to the ultimate test; when he must
 "prove himself a faithful ally, or I must declare him
 "an open enemy to the Company, whose troops have
 "suffered more than I wish to mention by his *evasive*
 "*treacherous conduct*. I am, &c."

The Ranah still persisted in his evasions. At length,
 on the 13th June, the Colonel drew out the following
 protest, a copy of which he communicated to the Go-
 vernor General and Council, in his letter of the 20th
 July 1781. Both the letter and protest are before the
 House; but as the latter contains several important
 facts, I will beg permission to read it.

*"Memorial of Colonel Muir, Mubaz ul Mulluck Is-
 tikkar ul Dowlab Behudur, on the proceedings of the
 Maharajah Rana Chuttur Sing, Luckbindie Delleer
 Jung Behudur.*

"Whereas in the month of December of the Chris-
 tian æra one thousand seven hundred and seventy-nine,
 and of the Higerā in the month of Zecada one thou-
 sand one hundred and ninety-three, the contracting

parties, that is to say, the said Maharajah Rana on his part, and the Governor General and Council on the part of the English Company, did conclude and ratify, sign and seal, a perpetual and firm treaty of alliance and friendship between each other, and in conformity to which the English Gentlemen have in every respect fulfilled their engagements and promises to the Maharajah Rana: and whereas the Maharajah Rana has failed in many points agreed upon, such as in being dilatory and neglectful in the payment of seventy thousand rupees, month by month, for each of the Company's battalions sent to his assistance, according to the 2d article of the treaty; in withholding the share of the English in the revenues of the Cutchoowergar, as prescribed in the 4th article of the treaty; in corresponding with the Marattas without communication to the English; and furthermore, in being inattentive in regard to the supplying of Colonel Muir's army with grain in their march through his country, and in many other acts of insincerity, it is become necessary to make known to the princes of Hindostan the defection of the said Maharajah Rana, and the good faith of the *English nation*, to the end that an infraction of the treaty may not in anywise be imputed to the Governor General and Council, or they be supposed to have deviated from the strictest justice.

“ But whereas principally it was stipulated and contracted for by the Maharajah Rana, in the 5th article of the treaty, that whenever the war between the English and Marattas should be carried into the Marattas Country, he should on requisition furnish ten thousand cavalry at his own expence towards their assistance; yet though this force was frequently and urgently required during the command of Colonel Camac, the Maharajah Rana pleaded his not being in possession of the fortress of Gualiar, in excuse for his non-compliance. Now though Gualiar had been taken solely by the valour and conduct of the English arms, without any military aid whatever from the Maharajah Rana, and though the immediate surrender of the fortress was not enjoined by the treaty, yet the English gentlemen,

gentlemen, solely to evince an extraordinary regard to public faith, gave up the fortress, with all its cannon and stores, to the Maharajah Rana.

"Moreover, the Maharajah Rana, after being invested with the possession of the said fortress, repeatedly promised to join the English army, but being urged to fulfil those engagements, he still evaded their execution on the most frivolous pretences. Finally, whereas the Maharajah Rana wrote us a letter in these express terms, on the sixteenth of Zemmadi ul Sani, "I will join the English camp;"—and even from his promise has also swerved; it cannot but be manifest, that the Maharajah Rana has not performed in anywise his part of the treaty, and that he is totally disinclined from assisting the English.

"It is on all these considerations become incumbent upon me, who command the English army now on service against the Marattas, in the dominions of the Maharajah Mihieput Sing Tughinda Bahadur, the Rajah of Nurwa, to publish, in my own name, this written memorial and protest, on account of the violation of the treaty.—Be it therefore known to all the princes and nobles of Hindostan, to high and to low, and to the whole world, that, compelled by necessity, and by these breaches of the treaty, I from this day suspend all intercourse whatever with the Maharajah Rana, either by letter or embassy, until the pleasure of the Governor General and Council on these premises shall be understood.

"Given at the English camp, near the village of Dongree, the 20th Jemmadi ul Sani, A. H. 1195, or the 13th of June of the Christian Æra 1781.

(Signed) G. M.

(Signed) Thomas Ford,

Persian Interpreter."

This protest was sent to Lieutenant George Gowan, who acted at that time as the Colonel's agent with the Rana; but as the Colonel was desirous of still giving the Rana an opportunity of preventing a total separation,

ration, it appears that the following instructions were sent with the protest to Lieutenant Gowan.

“ To Lieutenant George Gowan, &c. 14th June.

“ Sir,

“ I have it in command from Colonel Muir, to transmit you a protest in the Persian language, that agreeable to the orders of the Governor General and Council, and from the Rana's ill-judged conduct, he has been obliged to prepare against the proceedings of that Prince; accompanying also I send you a true translation of that paper.

“ It is the Colonel's pleasure, that immediately upon the receipt of them you do wait upon the Maharajah Rana, and inform him of your having them in your possession, and of these consequent instructions, to which you are invariably to conform.

“ After this elucidation, you will please to require from him a written engagement, under his seal and signature, to join on a certain specific day (not to exceed the tenth from your receipt of this letter) the army under the command of Colonel Muir, agreeably to the spirit and meaning of the 5th article of the treaty with the Honourable Company, or with such force and supplies of provisions, as he can possibly by that period collect for the service.

“ But should the Maharajah Rana, under any pretext or evasion whatsoever, decline or refuse to enter into this agreement; or after having entered into it as before specified, neglect or be dilatory in its performance, it is the Colonel's positive order, in such case, that you do instantly and in form, deliver to him the Persian protest, and yourself repair to this camp without loss of time.

I am, Sir, &c.

(Signed) T. F.”

I am

I am not in possession of the letters which were written by Lieutenat Gowan to the Colonel, and I do not recollect the excuses which the Rana made for deferring to comply with the Colonel's requisitions. I find, however, that nothing was produced by these requisitions, and that Colonel Muir afterwards deputed Captain Ford, to whom it appears he wrote the following letters, under date 17th and 21st July.

“ To Captain Thomas Ford.

“ Sir,

“ I have the pleasure of your's of yesterday: With respect to the conditions held out by the Rana, they are so very absurd, that any reply almost becomes unnecessary: He says he will join upon no other terms than upon my engaging to furnish his troops with provisions. Surely this is a requisition you might have taken upon you to have given the most positive reply to. The Rana cannot surely have the assurance of making my inability of supplying him a plea for his non-compliance with the article of the treaty which respects this expedition. I request you will fully explain (what he is perfectly acquainted with) to the Rana, the difficulties I experience daily in procuring grain for my own troops, and how impracticable I find it to save the least overplus to lay up as a magazine; of course the impropriety of my entering into an engagement to supply him with what I plainly perceive the impossibility of my fulfilling; you will also remind the Rana of the expectations of our government regarding his supplying my detachment with provisions, my perfect knowledge of the positive proofs of his country abounding in grain, and that his exertions were and are only wanted, to adopt such measures as would encourage the Benjarees and Beparees to proceed to my camp with alacrity and satisfaction to themselves,

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"The Rana, from your letter, seems to wish me to understand, that my answer to his very positive requisition is to determine him in the measure he is under the necessity to adopt without delay: It therefore behoves me to authorize you to acquaint him, that notwithstanding the Board's instructions to me, directing me to demand his assistance respecting supplies, I am ready to forego every demand on him of that nature, and will, as I have hitherto done, endeavour to supply myself, as he must his troops, without any promise of assistance from me.

"After having delivered yourself as above to the Rana, you will, as if by my request, particularly caution him, and point out to him, how much the Governor has already been disappointed in his expectations—how much the service has been retarded by his most unaccountable conduct. Remark that the present is a most critical juncture, and that the least abatement in our expected assistance from him cannot fail of making him obnoxious to a government who have suffered themselves to be too long amused by his evasive promises.

I am, Sir,

Sissac,
17th July 1781.

Your obedient servant,

(Signed) G. MUIR."

EXTRACTS of a Letter from Colonel Muir to
Capt. Thomas Ford; dated Sissac, 21st July, 1781.

"I have the pleasure of your letter of yesterday, covering one from the Rana. I am sorry to observe that the arguments you have urged to stimulate him to performance of his engagements have not been attended with success; and, as I am perfectly convinced
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he wants inclination (and not the power) to fulfil every article required of him, I can consider his present pretences to the contrary in no other light than a fresh proof of what I have long suspected, viz. a determined resolution in him, not only to fail in fulfilling every essential assistance expected from him as an ally, but even to throw obstructions in the way of the supplies coming to the army. You will be pleased to desire the Rana to recur to his engagements, as stipulated in the treaty; his most sacred promises of assistance to the Governor, and to me, since his being put in possession of Gualior; and the length of time he has had to prepare and equip an army, in every respect adequate to that I have repeatedly pointed out to him; after which you will recommend him to his cool reflections, and then let him account to our government for his conduct.

“ Upon the whole, you will be pleased to inform the Rana, that so fully convinced as I am of his ability to fulfil every engagement, and afford every assistance required of him, I cannot of course any longer admit of such vague excuses as he has all along held out as pleas for his delay. His last demand of assistance from me to supply his troops with provisions (as the only condition upon which he would join) is so positive a proof of his infidelity, that so far from deserving any serious reply, I ought, in justice to myself, not to have hesitated in obeying the orders of government, by immediately protesting against him for infraction of the treaty.

“ From what is above set forth, you will be guided in every respect as to what I shall consider vague and frivolous excuses; you will in consequence acquaint the Rana, that I am determined not to suffer myself to be any longer amused with his evasive promises and unaccountable delays, by which the public service has already sustained more injury than it would have done by an early positive refusal on his part.

“ Should you see no probability of effecting a favourable change in the Rana's conduct, I desire you will

will inform him, that I shall without delay protest, agreeably to my instructions, and refer him to the Council; after which you will proceed to join me at your conveniency."

These are the only letters betwixt Colonel Muir and Capt. Ford which have come into my hands, and these are surely enough to shew that the Rana still evaded to fulfil the terms of his treaty, and that the excuses he assigned are frivolous and insufficient.

During the important period which was thus wasted in endeavouring to persuade our faithless ally to a sense of his duty, Colonel Muir had joined the troops commanded by Colonel Camac, and was laying with the united army at Sissac, a place situated in the Maratta dominions, several days journey beyond the frontiers of the Rana's country.

His troops were suffering great hardships from sickness and want of provisions. The main body of the enemy, under Mahajee Scindia, was lying very close to them, and parties of horse were hovering about, harrassing his camp and intercepting his supplies.

It appears that the Rana, being reduced to the alternative of either joining the Colonel or relinquishing our alliance, did at last join about the beginning of August, but with a body of troops very inferior to what he had stipulated, and very unequal to the performance of any service, being only 2 battalions of infantry, and 1,200 cavalry.

About this time overtures were made by the Marattas for commencing a negociation for peace. They were made through the Rana, and the Colonel thought it adviseable to encourage them: accordingly, on the 16th August, Chimnagee Row, the Maratta Envoy, arrived in the Rana's camp, where he had a conference with Captain Ford, who afterwards introduced him to Colonel Muir. In the mean time the Colonel applied to me for instructions and powers to treat: these were immediately sent to him; and on the 13th October, a treaty was finally concluded betwixt the Colonel and Mahajee

Madagee Scindia; in which the Colonel, agreeable to the instructions I had sent him, particularly included the Rana, stipulating that the Fort of Guatior should be preserved to him, and that the country taken possession of by the English from the Marattas, on the south side of the Jumna, should be restored, or, in other words, that the Rana should retain the acquisitions which he possessed without our participation, and that all those in which he held a share should be given up. Having thus, in spite of all the evils which had arisen from the Rana's infidelity, adhered on our parts to every article of our agreement, and attended to his interests even to the very conclusion of peace, let us see how the Rana conducted himself in this last scene.—The following is a copy of a letter which I received from Colonel Muir :

Copy of a Letter from Colonel Muir to the Governor General.

Dear Sir,

Seffac, 6th October, 1781.

“ I have the honour to acknowledge the receipt of the original and duplicate of your letter of the 10th ultimo, with the several papers that accompanied them. The answer which I had given to Scindia's proposals coincided almost exactly and verbatim with your own sentiments on this occasion, and would very probably have effected an earlier termination of the business, had not a discovery been made, during the course of the negociation, of an incident that might have produced embarrassing consequences, had not our honour been held in higher estimation than that of its machinator.—Chimnaje Row being pressed to admit the Ranah as a party in the treaty, objected to the proposition, and, upon our importunity, urged the impropriety of the demand, declaring openly, that the Ranah had made a separate written engagement with Scindia, by which the whole of his possessions were secured to him.—This clandestine transaction was even

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carried on in our own camp during the Ranah's last visit here; immediately after which he withdrew to Gualior, promising to return in fifteen days; which he has not only evaded ever since, but remanded his army, and on the whole appears totally unconcerned as to our affairs. Notwithstanding these insults, I have prevailed upon Scindia's agents that his present dominions shall be guaranteed by the treaty, specifically including the fortress of Gualior.—It will not however be uninteresting to you to be informed, that notwithstanding the unfair precautions taken by the Ranah, the Marattas themselves seem greatly dissatisfied with his conduct, and Chimnagee gives me some encouragement to expect, that a copy of his treaty shall be delivered to me; a point which I have much at heart to gain, and which is evidently of the highest importance.

“ The treaty is at last fairly made out, and is this day transmitted to Scindia for his approbation: tomorrow it will be returned, and, if approved, Captain Ford will be dispatched to his camp to see his signature and seal affixed; after which interview, I shall be able to write you fully on every point of the important charge entrusted to my management.

“ I cannot conclude this letter, without expressing the most hearty satisfaction at the very eminent success which has attended your measures for the reduction of the Benares Zemindarry. The execution of them has done signal honour to our arms, and will most probably for ever secure this country, and every other under our protection, from being again made the dupe of faction and ambition.—I beg leave to present you my warmest congratulations on the occasion, and to assure you of the perfect respect and esteem, with which I am, &c.

“ (Signed) G. MUIR.”

Colonel

Colonel Muir afterwards procured a copy of the agreement granted by Scindia to the Ranah, which he transmitted to me, under the attestation of Sewajee Etul, one of the Maratta Chiefs, who bore rank in the army next to Scindia himself, and who had been chiefly employed in negotiating and settling the whole of the business.

A translation of this instrument is in possession of the Honourable House: I will not therefore further trespass on their time, than to remark, that it is of a nature altogether inconsistent with the faith which was due to us by the Ranah, and that there is one article in it in particular, where he endeavours to restrain the Marattas from making peace with the Europeans, meaning thereby undoubtedly the English nation, with whom they were then at war, and whom he was bound to assist as their ally. So glaring an act of treachery rendered the Ranah unworthy of our further protection.

In the treaty which Colonel Muir had concluded with Madajee Scindia, an opening was by my desire left for a general pacification with all the Maratta powers; and as I was desirous of effecting an object, which the situation of our affairs both in India and in Europe rendered so desirable, I deputed Mr. Anderson, who was at that time with me at Benares, with full powers to negotiate on behalf of the English Government: and in the instructions which I gave him on his departure, I inserted the paragraph which I have before quoted, viz. “ You will of course be attentive
 “ to any engagements subsisting between us and other
 “ powers, in settling the terms of peace and alliance
 “ with the Marattas; I except from this precaution
 “ the Ranah of Gohud, who has been guilty of the
 “ most flagrant breach of faith towards us in every
 “ instance, after a most faithful and scrupulous per-
 “ formance of every stipulation in his favour by us,
 “ and after we had saved him and his country from
 “ certain destruction: leave him to settle his own
 “ affairs with the Marattas. Colonel Muir will give
 “ you complete intelligence regarding the Ranah’s
 “ conduct,

“conduct, and from this you will judge whether he is
“worthy of being any longer considered as our ally.”

Mr. Anderson accordingly held several conferences with Colonel Muir in his camp at Etaya, and received from him full information of the treachery of the Ranah, and of the many instances in which he had violated his engagements with the English.—He pursued his enquiries, after his arrival in the Maratta camp, on the only point which could not be incontrovertibly proved from Colonel Muir's own knowledge, namely, the separate agreement settled between the Ranah and the Marattas, and he communicated the result to me, in a letter dated the 29th January, 1782. The letter is long, and is already before the House; but as it contains material information, I will beg permission to read it.

“Extract of Bengal Secret Consultations, the 18th
February 1782.

“Dear Sir,

“Enclosed, I have the honour to send you a duplicate of my letter of the 26th instant.

“I shall in this letter give you as full an account as I have been able to procure, of the present disputes betwixt the Marattas and the Ranah of Ghode.—The claims of the Marattas are as follow:

“1st. They claim a right to the restitution of Cutchuagar, the territory which was conquered from them by the united forces of the Ranah and the English, and which, according to the treaty of Colonel Muir, should have been restored to the Marattas. Bow Bucksey was sent with a body of troops to collect the revenue of it, and in some parts his aumils have been established; but the principal forts have, however, continued in the possession of the Ranah. The Marattas demand, therefore, either the entire surrender of these forts, or a fixed revenue, at the rate of 5,04,000 per annum.

“2d.

" 2d. A tribute on account of the district of Binde. It appears that this claim is derived from the time when that country was in the possession of the Marattas. It was taken from them by the late Vizier, Sujah ul Doulah, when he reduced the countries on this side of the Jumnah, as far as Jansey; and, at the request of the Ranah, it was given by the Vizier to Buht Sing, Rajah of Badour. It was afterwards taken from him by Asoph ul Doulah, and given to Himmud Bahader. Again it fell into the possession of Buht Sing; when Himmud Buhadre, alarmed at the designs of Moktur ul Doulah, fled to Nudzif Cawn, at Delhy. This claim, therefore, is in fact not against the Ranah, but against Buht Sing, who still retains possession of the district of Binde. But the Ranah has drawn it upon himself, by assuming the patronage of Buht Sing, and the management of his political interests, and declaring he will stand forth in his defence.

" 3d. Five mehals of Sukerwary, which of old belonged to Nurwur and Gualier. They were afterwards conquered by the Marattas, and annexed to Cudeir, under Eetit Row. Some years ago they were reduced by the Ranah. The Marattas are desirous of recovering these five mehals, though I am not sure if they have yet formally demanded them from the Ranah."

" These claims have for some time past given rise to a variety of discussions; and on my arrival in camp, I found that there was a negociation on foot betwixt Sindia and the Ranah, which was conducted on the part of the latter by Hir Pirshaad, Moonshy of Slwajee Eetul. The Ranah, it is said, claimed the Cutchwagar country, agreeable to the separate treaty which he had made with the Marattas; but the difficulty lay in settling the annual revenue. For the present year, in particular, the Ranah claimed large deductions on account of the depredations and collections made by Bow Bucksey. To the second claim also the Ranah was willing to agree, but he claimed a deduction on account of the districts of Mahguwan, &c. which,

which, though they had formerly belonged to Bend, had for many years past been annexed to his own possessions. For some days there remained a prospect of an accommodation, till Sindia thought it expedient to accelerate the negotiation, by letting loose his Pindaries on the Ranah's country.

" Both parties then applied to me, as the Representative of the English government. The Ranah complained generally of the bad faith of the Marattahs, and the intentions which they had formed of deviating from the terms of their agreements respecting him, as stipulated in the treaty of Colonel Muir. Sindia applied more particularly: he sent a message to me by Bow Buckfey, representing that disputes had arisen betwixt him and the Ranah; that he had in vain endeavoured to settle them by amicable means. He had now advanced to the borders of the Ranah's country, but could not proceed farther until he had asked my advice, as Representative of the English government, lest his conduct might occasion disputes betwixt him and the English, which he was extremely desirous of avoiding.

" The answer which I must ultimately give to these applications was clearly pointed out in my instructions, but several reasons induced me to defer giving any answer whatsoever for a few days.

" During my stay at Etaya, Colonel Muir complained much of the conduct of the Ranah. He accused him of not marching in time, or with a sufficient body of troops, to his support; of neglecting to use his endeavours to procure supplies of grain for the army; and of clandestinely negotiating and concluding a separate treaty with the Marattas, contrary to the interests of the English. The two former of these charges depend on facts that come within the immediate knowledge of the Colonel, and however the Ranah may attempt to justify or extenuate them, their reality cannot be doubted; I have therefore confined myself in my enquiries to the last charge. The Ranah, on finding that he was suspected of having entered into separate engagements with Sindia, justified himself by saying,

saying, that he had Colonel Muir's permission in writing for so doing. Having desired to see a copy of the Colonel's permission, and also of the agreement entered into by him and the Marattas on both sides, he sent me the copy of a letter, said to have been written to him by Colonel Muir, under date the 27th August 1781, of which the following is a translation:—" You may afford every degree of assistance to Chimnaje, that, in the manner that I have stipulated eighteen days on the subject of peace, I am hopeful that it will certainly take place in that period, according to what I have written: assure him also, that in that space of — will make no attack, nor commit no kind of hostilities, on condition that none are committed by the opposite party: You must also obtain some assurance on this head from them; and, if the Pattele pleases, let writings be mutually given on this subject: also, in this space, no troops will march across the Jemna."

"The Ranah said, that he could not send the two other papers as required, lest they might be intercepted on the road. Afterwards, on my appearing still unsatisfied, he sent me the copy of a letter which he wrote to Sindia, in consequence of the above permission; the translation of it is as follows:—" Chimnaje formerly went from this, and will inform you of all the particulars of peace and friendship betwixt you and the English: in eighteen days peace will be established between you and the English, and if any deviation should take place in what has been settled, I will join you. Dated Badoon Sood Khyass, Sumbet 1838." This letter was written, he said, to prevent the Marattas from breaking up the conference. He maintained that he had executed no other engagement whatever, and desired that, if Sindia alleged the contrary, he might be required to produce it.

"Having obtained so little insight into the real conduct of the Ranah through this channel, I resolved to try what I could procure through the means of the Marattas; and I was the more inclined to make an enquiry

enquiry of this kind, because I must in the end decline any interference in their disputes: and, as this must appear a concession to them, I was desirous that it should not be considered as the effect of a temporary policy, or of too easy a disposition in us, but as the result of well-grounded suspicions, or perhaps a clear detection of the perfidy of our late ally, which no longer made it necessary for us to assert his rights.

“Accordingly, when I received Sindia's message, I replied, that the disputes which were going on between him and the Ranah could not have escaped my ears; but that I had hitherto paid no attention to them, and might never have appeared to know any thing of them, if he had not first broached the subject. That, considering the Ranah as one who was connected in alliance with the Company, it might have been my duty to assert his rights, according to the treaty of Colonel Muir, but that some suspicions which were entertained of his faith had induced me to remain silent; that suspicions alone, however, could not be opposed to solemn treaties; and, as these suspicions were founded on transactions said to have passed betwixt the Marattas previous to the treaty of Colonel Muir, they only could know with certainty how far they were just or not; and that I wished therefore that they would shew me some authentic proofs of the Ranah's treachery towards the English government, before I returned any answer to Sindia's message.

In the course of the two following days Bow Bucksey informed me, by desire of Sindia, that previous to our delivering over the Fort of Gualier, a treaty was in agitation betwixt him and the Ranah, through the means of Gungudir, but that the negotiation was afterwards broken off.—That some months before the date of Colonel Muir's treaty, Chinnajie and Germajee were sent to the Ranah, and a second negotiation took place. The Ranah drew out and sent a form of an engagement, which he wished to obtain for his own satisfaction and security, and verbally promised, that if Sindia would return it to him executed, he would dis-

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treſs the English detachment, by cutting off their ſupplies of grain, and give them every moleſtation in his power in their march back towards the Jumna. That Sindia accordingly ſent to the Ranah a paper under his ſeal and ſignature, in which the articles, as propoſed by the Ranah, were tranſcribed, and under each of them ſhort ſentences were written, either marking his approbation, or expreſſing the alterations or conditions which he thought neceſſary; and that ſoon after the negociation took place with Colonel Muir.

“ It appeared from this representation, that no agreement whatever had been executed by the Ranah; and on my expreſſing my ſurprize at the ſeeming in- conſiſtency of this circumſtance, it was obſerved, that the articles of agreement were all in favour of the Ranah, and that Sindia being much ſuperior to the Ranah, and requiring nothing from him, did not think it neceſſary to exact any writing—The only proof which Bow Buckſey could bring me of the reality of the agreement, were

“ 1ſt. A paper not ſigned or ſealed, but ſaid to be the original paper of articles ſent by the Ranah: a tranſlation of theſe articles, and the answers, accompan- ies this letter. It correſponds with the paper formerly ſent by Colonel Muir in every thing, but the arrangement of the articles and answers; a difference which may be eaſily accounted for, from the croſs man- ner in which it was written.

“ 2d. An original letter from the Ranah to Bow Buckſey, dated Cuttach Suddajeh, in which he com- plains of the Bow for entering the diſtrict of Cutch- wagar, contrary to the agreement which had paſſed betwixt him and Sindia, through the mediation of Sewagee Ectul.

“ Theſe were all the written proofs that the Marattas could produce to me. They alledged, that the nature of the agreement, which was executed only on one ſide, could not admit of more; and that a conſiderable difficulty had ariſen in clearing up the matter by cir- cumſtantial evidence, as the negociation had been

managed by Sewajee Ectul, and the servants Chimna-jee and Girmajee, who had since espoused the Ranah's cause, and were on that account at some degree of variance with Sindia. Though these proofs fall short of what might have been expected, I have scarcely a doubt in my own mind that a negociation took place between the Ranah and the Marattas, previous to the treaty of Colonel Muir; and I even believe that he received a separate agreement from Sindia, though it is plain that a counterpart was not executed by him. It seems probable that Sindia's distresses led him hastily to grant this agreement; and that a prospect opening soon after of a peace with the Colonel, he entered as hastily into it, without concluding effectually his measures with the Ranah, satisfied perhaps with only that letter, which the Ranah himself acknowledges to have written to him, and which is quoted in the course of this address.

“ The Ranah has indirectly alledged, though I know not with what sincerity, that on my requisition he would deliver up the forts of Lukar, &c. and settle the revenues of Binde. If such a requisition were made, he might claim our interference in settling all his disputes. If the Ranah was sincerely desirous of fulfilling this part of the treaty, he is doubtless informed of the articles, and might do it of himself, without any requisition, but I believe he has made no such proposals to the Marattas; and though some of their pretensions are ill-founded, yet, whilst the Ranah maintains possession of the forts, they have a just right, according to the late treaty, to use hostile measures against him. The Ranah may deserve to suffer for his conduct towards us, yet, in a political light, as his territories form a strong barrier to our own, it seems not our interest that he should be entirely destroyed, but this is an event of which he appears to have no apprehension; except from the interference of the English, his territories may be over-run, and laid waste, by superior numbers, but secure in his forts, he may bid defiance to the whole force of the Marattas' empire for a period of years; and whenever necessity compels

compels them to withdraw their armies, he may easily recover all the open country. The Marattas themselves, though they affect a high language, and have even sent for some battering cannon from the fort of Bellah, are, I believe, fully sensible of their inability to reduce the Ranah, or make a permanent conquest of any part of his territories. Both are apprehensive of the interference of the English, and both gave out that they expected our aid. There is nothing so arduous which they think may not be achieved by us; and it was recommended to Sindia, by some of his counsellors, to ask our assistance in the reduction of Gualier. But no proposition of this kind has been as yet made to me.

“ The answers which I have given are such as leave us in a perfect state of neutrality. To the Ranah I have declined interfering in his behalf, because I have no authority from you; and because, from apparent circumstances, his disputes with the Marattas are grounded on agreements with them foreign to the treaty with Colonel Muir; and to Sindia I have declined giving any advice, because, though he has afforded grounds to suspect that the Ranah has acted improperly towards us, yet the proofs he has produced are not such as could justify me in taking a decided line, without the orders of my superiors; and, in the mean time, I have declared to both, that I must leave them to settle their disputes betwixt themselves.

“ The substantial part of these answers is framed exactly according to the letter of your orders; and the reasons which I have assigned will, I hope, meet with your approbation—they are calculated both to impress the Ranah and Sindia with a just sense of our public faith, since they evidently imply that uncertainty alone induces us to stand neuter; and that a more clear conviction of the Ranah's fidelity or perfidy would have biased us to take an active part either for or against him.

“ Although war has actually commenced, yet the negotiations betwixt Sindia and the Ranah are still

going forward; and it seems not improbable, that in a short period the whole of their disputes may be accommodated.

I am, &c.

“ Sindia’s camp, on the
 “ banks of the Pur- (Signed) D. ANDERSON,”
 “ butty, four coss
 “ from Ninjar, 29
 “ January 1782.”

This letter was laid before the Board on the 18th of February 1782, and as we considered that the Ranah had forfeited all claim to our protection, the Board and myself for a long time thought it unnecessary to give Mr. Anderson any further instructions on the subject: And in the mean time the Marattas continued to pursue, with slow but gradual operations, the war which they had commenced against the Ranah. I will here summarily repeat the reasons which determined my conduct on this occasion.

The Ranah had broken his treaty with us in all the following instances;

He had not paid the subsistence of the troops sent to his assistance, either regularly or compleatly, and in this had broken the 2d article of the treaty.

He had not accounted for the Company’s share of the revenue of the Cutchwagar country, according to the 4th article of his treaty.

He had not complied with the requisition of the English Government for 10,000 horse, and had thereby broken the 5th article of this treaty.

He had acted in a manner very inconsistent with his alliance with us, not only in not assisting our troops in procuring, but even in using his endeavour to prevent their procuring, supplies of grain and provisions.

He had treacherously entered into an agreement with our enemies, which was in its nature hostile to us, who were at that time his allies,

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These reasons were surely sufficient to divest the Ranah from having any claim to be considered by the English as an ally whom they ought to protect. But there is another reason why the Ranah, even if he had not been guilty of all these infidelities, had no right to claim our support in the war which broke out betwixt him and the Marattas; for the Honourable House will observe, the principal cause of that war was, a dispute relative to lands which the Ranah held in consequence of his separate agreement with the Marattas, and in contradiction to the treaty which Colonel Muir had settled with them on behalf of the English government; wherein it was stipulated, that these lands should be given up to them. Surely the Ranah could not expect us to support him in keeping possession of lands to which he possessed no right, except what was founded on an act of treachery towards ourselves; and surely we could not give him such support, without breaking our treaty with the Marattas, one of the articles of which was, that these lands should be restored to them.

I entreat the forgiveness of the House, for thus intruding on their time so long a detail: the importance of the accusation rendered it necessary, and I presume that they will rather wonder at the patience with which I bore this long scene of perfidy and treachery, tending to frustrate all the schemes I had projected for the advancement of the safety, interest, and glory of the British nation for that quarter, than think me blameable in thus leaving our faithless ally to settle his own affairs with the Marattas. I have now only a few words more to offer on the subject of this Charge.

Several animadversions are passed in it, on the conduct which I observed towards the Ranah, in the endeavours which were afterwards used to mediate a peace betwixt him and Madajee Sindia. For an account of this transaction, I beg leave to quote the words of the letter from the Governor General and Council to the Court of Directors, dated 20th October 1783. "Independent of any view to the acquisition of territory, Madajee Sindia has manifested great personal enmity

" enmity against the Ranah of Gohud. A Vackrel
 " from the Ranah arrived here in April last, with
 " proposals for the interposition and guarantee of this
 " Government, to effect and secure a peace between
 " him and Sindia. Although the Ranah *had forfeited*
 " *every claim to our support and good-will by the*
 " *treachery of his former conduct*, yet on principles of
 " policy and humanity we recommended it to Mr.
 " Anderson to use his interposition if Sindia was
 " likely to be influenced by it, to grant him a peace.
 " Mr. Anderson however met with no success in his
 " attempts to urge such a wish. Before the fall of
 " Gualior, and prior to that event, his brother writes,
 " that Sindia had declared his intention to prosecute
 " the war to the extermination of the Ranah, assign-
 " ing as a reason, that he had broke his faith so often,
 " that he was not to be trusted. We thought this a
 " fit occasion to express our interposition more di-
 " rectly to Sindia, and therefore directed Mr. Ander-
 " son to apply to him in our name, requesting that he
 " would carry his resentment no farther against the
 " Ranah, in which case we would become guarantee
 " for the Ranah's faithful observance of any agree-
 " ment, which might be concluded between them."

In the form and manner in which this part of the
 Charge is drawn, it seems to be the endeavour of
 my accuser to impress the mind with an idea that no
 efforts were used by the English Government in fa-
 vour of the Ranah until his affairs were desperate,
 and until such efforts, if they had proved successful,
 must have been of no avail, being deferred till after
 the reduction of Gualior: This I deny. The first
 letter that was written to Mr. Anderson to sound the
 sentiments of Sindia, and offer our mediation, was
 dated the 21st April 1783, and Gualior was not re-
 duced till the 31st July 1783. Mr. Anderson made
 an attempt to urge our wishes to Sindia very soon after
 the receipt of our letter, but it met with no success.
 The attempt seemed to give Sindia a degree of jea-
 lousy which Mr. Anderson had been cautioned to
 avoid; and the means which he used to remove it,

when

when he found that there was no prospect of our mediation being accepted, was by affecting to treat the subject with an appearance of indifference. The House will observe with what ingenuity the expressions used by Mr. Anderson on that occasion are quoted as my sentiments. They will also observe with what ingenuity, on another occasion, the language used by Mr. Anderson in combating an application of the Marattas for our assistance against the Ranah, is converted, in the Charge, into arguments for defending the Ranah against them.

From the time that Mr. Anderson received the Board's order of the 21st of April 1783, I believe he watched every opportunity of offering our mediation in favour of the Ranah; and afterwards when he received my instructions of the 24th September 1783, he held frequent conferences on the subject with Sindia's Ministers, which, however, were attended with no effect. But as I trust that I have proved that, after so many acts of treachery, and violations of faith, we were not bound in justice to support or protect the Ranah, it would be a useless waste of the time of this Honourable House to enter more minutely into a discussion of the measures which were taken in his behalf. What could be done in the way of friendly mediation was done. We did not proceed any further. And I imagine it will be sufficient to recall to the recollection of the House the state to which the Company's affairs were reduced by the late war, to shew that it would not have been justifiable in the English Government, from mere motives of a limited policy, to have ventured the renewal of hostilities with the Marattas, for the sake of protecting a man who, during his alliance with the Company, had broken every article of his treaty, and at last sacrificed us and our interest to a treacherous alliance with our enemies.

Answer

Answer to the Fifteenth Charge.

R E V E N U E S.

I AM charged with having harrassed and afflicted the inhabitants of the provinces, by frequent changes in the system of administration of the revenues, contrary to my own declared opinion, that innovations were always attended with difficulty and inconveniences.

General principles in theory often require deviations in practice: An alteration in the system of managing the finances of a kingdom is no crime; property is not transferred by it. That changes have been made in Bengal, is admitted; but that the natives have been harrassed and afflicted by them, remains to be proved—I positively deny the assertion.

When I arrived in Bengal, the revenues were under the management of collectors or supervisors, who were subordinate to two councils, one at Moorshedabad, and one at Patna; and these councils were under the superior administration of Fort William. With the concurrence of my council, I appointed a Committee of Circuit to form the settlement of the revenues, consisting of three members of the government, and myself. The propriety of the measure requires no proof. It was merely a temporary commission, and terminated in
a few

a few months, when the object of it was accomplished. I presided at the Committee for a short time only, and left it at Moorshedabad. The collectors remained in their respective districts, as before the institution of this Committee, until November 1773, when they were recalled, and Provincial Councils established, professedly, at the time of their institution, as merely temporary, and as preparatory only to that system which I adopted in 1781. This is proved by the Board's minute in November 1773.

I am free to acknowledge, that after the establishment of the Supreme Council, of which I had no idea in November 1773, I did deliver it as my opinion upon record, and in an address to the Court of Directors, that the system of the Provincial Councils was the best that could have been adopted. Is it to be imputed to me as a crime, that at a subsequent period, upon the factious disputes that divided each council, and the declining state of the revenues, I altered that opinion, and reverted to the system, or nearly to the system, I recommended in 1773?

I will not take up the time of this Honourable House, by repeating my minutes recorded in the year 1775, on the subject of my Banyan's Farms, it is now become obsolete; I affirm that I had no interest whatever in the transactions, and I really believe he lost very considerably by his farms, which, in common with others, were let at too high a rent.

The second Charge is, for having substituted my own instruments to be the Managers and Collectors of the Public Revenue; that in so doing I acted illegally, having no power to delegate the trust and duty committed to me and the council for ordering and managing the revenues.

Surely this is a mere abuse of words, and a perversion of the meaning and intent of the act referred to. Every member of this Honourable House knows the impracticability of superintending the revenues of Bengal without delegatory authority to inferior Agents for that purpose. Had not the Provincial Councils, who existed long after the said act, the power of making the

settlements and collecting the revenues? and did not they order, manage, and govern the revenues under them, by virtue of the power delegated to them? Was not this known to my accuser himself, and did he ever object to it?

The powers delegated to the Committee of Revenue were constantly greater than had ever before been entrusted to any subordinate department of the State, and they were necessary, because their controul was more extensive; but let it be added, that they were placed beyond temptation, by the liberality of the commission allowed them; and restricted from improper pecuniary advantages, by an oath which each member was bound to take. And who has ventured to accuse them of any infringement of it?

The members of the Committee were not my instruments; their characters place them beyond the suspicion of an improper bias towards me, were it supposed possible for me to have been actuated by an interested or an unworthy motive in forming the system of 1781.

Mr. Anderson, the President, and Mr. Shore, the acting President of the Committee in Mr. Anderson's absence, have received the most flattering marks of the approbation of the Court of Directors and the Board of Controul. I had no knowledge of either of these Gentlemen, until their official merits recommended them to my notice. Mr. Shore, of whose merits I cannot say too much, lived for years in habits of intimacy and daily intercourse with Mr. Francis. The other members, Mr. Charteris and Mr. Evelyn, were men of ability, and of irreprovable characters, but totally unconnected with me.

The Committee were not empowered to act independent of the Supreme Council. They transacted the current business without a reference, but extraordinary matters they were obliged to report. Their proceedings were regularly laid before the council monthly; no concealment was intended or practised. By fixing the station of Committee of the Revenue to Calcutta immediately under the observation of the Board, the

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Zemindars, Farmers, or their Deputies, who had business with the Committee in Calcutta, could make their references or complaints to any member of the Council.

The inability of the Provincial Councils, from the decline of the revenues, was a sufficient reason for abolishing them. The Supreme Council were not adequate to the detail of the revenues; and I affirm, after the most mature deliberation, that the establishment of the Committee of the Revenue was indispensably necessary.

It is in proof before this Honourable House, that the revenues have considerably increased under the management of the Committee of Revenue. The plan was formed in 1781. My constituents never did express the smallest disapprobation of it, though in the following two years many of my acts, unfortunately, drew from them letters of disapprobation; and I have had the happiness of hearing, that before this Honourable House and the House of Lords, the learned Counsel employed by my constituents to defend their rights were instructed to do justice to my zeal, effectually displayed in the improvement of the revenues, when the existence of the British Empire in India depended upon our resources in Bengal.

I refer this Honourable House to authentic documents upon their table, transmitted from Bengal since my resignation of the service; these will prove how considerably the revenues have increased since the institution of the Committee of the Revenue.

Answer to the Sixteenth Charge.

MISDEMEANORS IN OUDE.

I SHALL make few observations upon this Charge, although it contains no less than ninety-five articles. This Honourable House is already in possession of volumes that have been written upon the subject of Oude; to those I shall refer, not only for my complete justification from every article of this Charge, but for more than my justification. I am confident that I shall receive the approbation of this Honourable House, and of my country, for my conduct towards the Nabob Vizier, who has faithfully and honourably performed every stipulation of our agreement. I have already had the honour to receive the approbation of the Court of Directors, and the Board of Controul, for all my proceedings in Oude.—The Company's debt, which was once so considerable, and universally pronounced irrecoverable, amounting, when I left Calcutta in February, 1784, to proceed to Lucknow, to above twelve hundred thousand pounds, is now completely liquidated. The country, which was in a state of universal confusion and distress, now wears the face of plenty and happiness.—It is incumbent upon me, however, to prove to this Honourable House, that I was not the author of those measures, which I am as free as any man to confess did bring great distress upon the domi-

nions of the Nabob Vizier; and it is further incumbent upon me to prove, that I took the earliest opportunity of applying an effectual remedy to those evils.

The treaty which I concluded with the late Vizier Sujah ul Dowlah in September, 1773, did not contain a single article which encroached upon his rights as a Sovereign and independent Prince, nor was the smallest attempt made by me to deviate from the terms of that treaty. The Resident, Mr. Middleton, whom I appointed to his Court, with the permission of my Council, never interfered in the management of his dominions; he was merely the channel of political communication from me to the Vizier; and the strongest remonstrances which I ever instructed him to make to his Excellency, were those which I have read to this Honourable House upon the subject of his treatment of the wife and children of Haffez Rhamet and his Rohilla prisoners. Sujah ul Dowlah died in February, 1775, when I had not the smallest degree of power or authority in the government of Bengal;—but my opinion is upon record, that the treaty which I had concluded in 1773 with Sujah ul Dowlah, ought to have continued in force with his son and successor, the present Vizier: The majority, General Clavering, Colonel Monson, and Mr. Francis, were of a different opinion;—they determined that the treaty was no longer binding upon us, and they framed a new one, the merit of which, as they informed the Court of Directors, with great truth, was solely and exclusively their own. By this treaty the sovereignty of Benares and Ghazipore were transferred to the East-India Company, and the subsidy for the pay of our brigade was raised from two lacks and ten, to two lacks and sixty thousand rupees a month. The Court of Directors were of opinion, with me, that the treaty concluded with Sujah ul Dowlah in 1773, ought to have remained in force on his son's succession; but they warmly approved of the conduct of the majority, in procuring such advantageous stipulations for the Company, in the treaty concluded with the present Nabob Vizier. I uniformly asserted, that these concessions would be a source

source of infinite distress to the Nabob, and that they were obtained by a breach of faith. I beg leave to quote the following passage from the 5th Report of the Secret Committee of this Honourable House: "It is
 " however to be observed, that the Governor General,
 " in his remarks upon these beneficial representations,
 " persisted in his prophetic apprehensions, that the con-
 " ditions of the treaty could never be fulfilled, neither
 " did he think it honourable to have forced from the
 " Nabob concessions inconsistent with their former
 " treaties, to which the necessity of his situation alone
 " compelled him, however unwilling, to submit."

The country of Oude was, I believe, upon the death of Sujah ul Dowlah, in a flourishing condition as to culture, commerce, and population.—The same observation would apply to his newly-acquired dominions in Rohil Cund, the Donab, Corah, Curah, and Allahabad. His troops, at the time of his decease, were in general twelve months in arrears, and a considerable balance was due to the East-India Company. The treasures of which Sujah ul Dowlah died possessed, and which, in the opinion of Colonel Monson and Mr. Francis, ought to have been applied to the discharge of the debts of the state, were in possession of the Bhow Begum, the widow of Sujah ul Dowlah.—The young Nabob was surrounded with difficulties; the troops mutinous for want of pay; his relations, and the Ministers of his father, disaffected to him—his life was repeatedly attempted; more than once it was preserved by his own resolution and presence of mind, and the country kept in subjection by the presence of a British army.—The treaty was concluded by Mr. Bristow in May, 1775, without difficulty.—The alternative was this, that we should abandon his country and his concerns together, unless he came immediately into our terms. The distresses of the Nabob continued, and the country declined in culture, population, and commerce, from the period of our avowed interference in his administration.

In the month of December, 1775, the Nabob applied to us, through Mr. Bristow, to assist him with a number of British officers to command his troops—his request was complied with, and this brought additional distress upon his affairs: many of the corps thus commanded seized and confined their officers; and many months elapsed before order and tranquillity were in any degree restored, by the dismissal of large bodies of troops, whose mutinous behaviour repeatedly endangered the life of their Sovereign. Murteza Cawn, the Nabob's Minister, was murdered by Cojee Bussan, an eunuch, and one of Sujah Dowlah's best and most favoured officers. This eunuch was himself cut to pieces, in attempting to force through the guards which surrounded the Nabob's person, with a determination to assassinate his Sovereign with his own hand.—Mr. Bristow's correspondence with the Supreme Council, in the years 1775 and 1776, will sufficiently shew the confused and disordered state of the province of Oude during those periods, and the distresses to which the Nabob Vizier himself was personally subject; but I repeat, that I am not responsible in the slightest degree for the establishment of that system which caused those distresses; I disapproved it; I foretold the consequences of it.—Colonel Monson died on the 28th of September, 1776: from that period only am I accountable for any act of the government of Bengal, under the administration established by the regulating act of 1773.

Mr. Bristow was recalled, and Mr. Middleton succeeded him as Resident in Oude, early in the year 1777. A very heavy debt was then due from his Excellency to the Company; for its liquidation, for the pay of the regular brigade stationed at Futtyghur, of the Nabob's troops commanded by British officers, and of the various establishments which had been formed in Oude, tuncaws, or assignments, were granted upon several districts in the Vizier's dominions. My first measure relative to Oude was, to propose that the troops of the Nabob Vizier, which were commanded by British officers, should be put upon a similar establishment with our own troops, or that they should be withdrawn altogether.

gether. This was no encroachment upon the rights of the Nabob. The appointment of British officers to command his troops was a most pernicious measure to our service in general. The advantages were avowedly greatly superior to any that were enjoyed by officers of the same ranks in the Company's service, and of course such an establishment created very great disgust amongst those officers who served in our own army. The Nabob consented to a reduction of this establishment, and the temporary brigade, as it was called, was formed upon the same plan with our army, the regiments to take their tour of duty in our own provinces, and to be relieved equally with all the regiments in our service. The cavalry were to be upon the same footing. The Nabob applied to me, and desired my consent to the formation of a corps to be commanded by Lieutenant Colonel Hannay, for the service of the collections; and another by Major Osborne, for the defence of his frontiers, which had hitherto been in a state of actual revolt. In recommending some of these establishments, and consenting to others, I encroached upon no rights which the late majority had left to the Nabob; but I affirm, that these establishments appeared necessary to his Excellency, and I exerted no improper influence in order to persuade him to adopt them. They were formed the latter end of the year 1777, and carried into effect early in the year 1778.

In the month of May 1778 it was deemed necessary to form a detachment for the assistance and support of the Company's interests on the west of India, and in the month of July 1778 we received the first intelligence of the war with France. Accounts had much earlier been received by me, from the most respectable authority, of the designs formed by the French against our possessions in India. In the following year, 1779, we received very heavy complaints from the Nabob Vizier of the ruinous state of his country, and of the distress which the establishment of British troops in Oude had brought upon him. I am convinced that these representations were founded in truth; but was it in my power to afford him effectual relief at that time? was I

to suspend the Company's claims for the arrear due from him? or could the Company, then engaged in a war with France and the Marattas, agree at a moment's notice to disband nine regiments of disciplined sepoy, and three regiments of cavalry; or could the Company's finances have borne the burthen of this establishment? or had the Nabob Vizier at that precise moment any force of his own to repel an invasion of the Marattas, if they had entered his country? The Nabob stated, in his letter to me, that the same evils which he then experienced he had struggled with for three years past; that is, from the first adoption of a system in which I had no concern. In consequence of my representations to the Nabob, he granted assignments for the year 1779, in the same manner as he had done each year since the death of the late Vizier. In the year 1780, the Nabob Vizier again represented to the Council the distressed state of his country, and urged his request that the temporary brigade might be recalled. I desire this Honourable House to reflect for one moment upon our situation at that period. The Nabob was made, but not by me, in a great degree the vassal of the Company; his own army was not adequate to the defence of his dominions without our assistance; and the British empire in India, in the year 1780, was in so precarious a state, that I should have been a traitor to my country if I had consented to the disbanding of any part of the troops necessary to our mutual interests; for the Nabob Vizier was embarked in a common cause with us.

In the following year, 1781, I met the Nabob Vizier at Chunar.—His debt to the company was at that time very considerable, and I was fully convinced of his inability to liquidate the arrears due, and to discharge the current demands upon him.—I agreed, therefore, to recall the temporary Brigade altogether, and to leave him with no other British troops in his dominions, except the regular brigade stationed at Cawnpore, a regiment of Sepoys at Lucknow, and such other corps as he himself should expressly require from us.—I desire to remark to this Honourable House, that

at the period this agreement was concluded, every apprehension of an invasion of Oude by the Marattas was at an end.—We had obtained many signal advantages in the war with that state, and I did not entertain a doubt of the conclusion of the separate treaty with Madajee Scindia, which was signed a few days after my agreement with the Vizier. When I refused, on the 13th December, 1779, to withdraw these troops from the Nabob's dominions, our situation was entirely different; and I am morally certain, that the Commander in Chief would most strenuously have opposed such a proposition, since it was his object to secure, by every means in his power, the Province of Oude against an attack, and to act offensively from that quarter, as the means of bringing about a peace with the Marattas.

I never departed, I confidently affirm, in the slightest instance from the letter or the spirit of the treaty which I concluded with the Nabob at Chunar.

The cavalry, the temporary brigade, and Colonel Hannay's troops, were recalled. I never proposed their re-establishment, nor would I have agreed to such a measure, but at the Nabob's earnest request. Mr. Middleton and Mr. Johnson, in December, 1781, made strong representations to me of the disordered state of the Nabob's government, from its participation in the consequences of the Benares insurrection, and the violent opposition supported by the influence and resources of the Begums. In consequence of their representation I proposed that a detachment of four regiments, with a suitable train of artillery, under the command of Sir John Cumming, should be stationed at Lucknow, during the unsettled state of the government, but upon a representation from the resident, that such a measure would not meet the Nabob's concurrence, who was entitled to demand succour, upon an emergency, from the regular brigade at Cawnpore, I countermanded the march of this detachment; and I deny that I ever entertained an idea of sending a single Sepoy into the Nabob's dominions without his consent. My accuser very strangely confounds my orders for the march of a detachment of the 24th December, 1781, which never entered the Nabob's

Nabob's dominions, with a resolution of Government taken in the latter end of the year 1782, in consequence of a request from the Nabob himself, transmitted to us through Mr. Bristow, that we would station a detachment of five regiments of Sepoys at Futtighur; and we did so. This is the detachment at present stationed there, whose services I thought the Nabob did not want; and this Honourable House is in possession of the orders of the Court of Directors which confirm every part of my agreement with his Excellency. I therefore again most solemnly affirm, I have never deviated in the smallest degree from my engagements with his Excellency. I appeal to all his letters, and to the sentiments of every man now in England, who has served in Oude, to justify me against so unmerited a calumny as this Charge would fix upon me.

I am accused of causing the treasury accounts of Calcutta to be scrutinized, in order to discover one demand of £260,000, and a second of £140,000, by which the Nabob and his minister were so terrified and confounded, that the former desired the Resident might at once take his country, since justice was out of the question.

How shall I reply to such a Charge, preserving at the same time the respect which is due to this Honourable House? If, upon adjusting the annual accounts in Calcutta, our Accountant-General discovered a balance of £400,000 in favour of the Company—was it not my duty to state the claim? The justice of it the Nabob did not dispute: he allowed the claim, but stated one which he had against the Company; this the Resident could not allow without authority, and upon this demur, his Excellency made use of the language quoted by my accuser as a Charge against me. Let me here repeat, that these claims, and all others, are fully liquidated, and that in the month of September last, the Nabob did not owe the Company a shilling.

I neither meant to add to the confusion, perplexity, or distress of the Nabob, by sending my Secretary Major Palmer to his Excellency: the deputation has been attended with the most fortunate consequences

both to the Nabob, and the East-India Company. I appeal to my instructions to Major Palmer to justify me against the insinuations contained in this part of the Charge. It was my duty to relieve the distresses of the Company by every possible means, and we were struggling for our existence in India, in the month of July 1782, when I deputed Major Palmer to Lucknow. Was it criminal in me *then*, to desire the Nabob would pay ten lacks of rupees, which he had intended as a present to myself, to the Company, to whose use I should faithfully have applied it, as I did the former sum, had I received it? and was it criminal in me to desire Major Palmer to raise, if possible, the sum of 50 or 60 lacks of rupees, for the relief of our exhausted treasury, upon a loan for which Company's bonds were to be given? These are Charges I did not expect, and was ill prepared to reply to.

I positively deny, that I instructed Major Palmer to insist upon a single point contrary to the Nabob's inclination. It is extremely difficult for me to answer a Charge of this kind, except by a most solemn denial of the truth of it. I never expressed a wish to fix a single regiment in Oude beyond the regular brigade and the Resident's guard at Lucknow, nor had the Nabob a Sepoy in Oude in the year 1782, beyond the number prescribed by treaty, but either three or four regiments from the regular brigade were at that time detached in different parts of his dominions. This was not conformable to the spirit of the treaty, and it was in opposition to an opinion I had always professed and acted up to, that our force, to be respectable, ought not to be frittered away in detachments, or in danger of being destroyed in detail. The brigade was stationed for the defence of the Nabob's frontiers, and his Excellency himself proposed that a separate establishment, consisting of four regiments of our troops, under certain prescribed regulations, should be kept up for the service of the collections. This proposal was submitted to me for approval in the month of March 1782, and thus the consideration of it became an article in Major Palmer's instructions two months after. If the regiments

ments were to be established, it was my duty to secure funds for the payment of them; but it was entirely optional in the Nabob to fix, or to reject the establishment altogether;—and he did reject it.

Lieutenant Colonel Hannay's corps was established with the Nabob's consent, and even at his own express desire, for the defence of Gerruckpore and Baratch, the most disaffected and disorderly districts in the Nabob's dominions. Until the period of Colonel Hannay's appointment the revenues of these districts were nearly expended in the maintenance of the troops which defended them; and it has been proved that much larger remittances were made from those districts to the Nabob's treasury, while Colonel Hannay commanded in Gerruckpore, than at any other period before his appointment, or since his removal.

The state of the administration of justice in Oude was so very defective in 1782 (though precisely the same as it had been since our first connection with that country) that I urgently pressed the Nabob to establish Dewanny courts upon a similar plan with our own courts in Bengal; but, anxious as I was upon this point, I never presumed to declare the Company the sovereigns of Oude, which I must have done, had I imposed those regulations, which I conceived to be necessary, against the consent of the Nabob; and it was a point of great delicacy to be established gradually, even with the Nabob's full consent. The administration of justice is undoubtedly the foundation and essence of government, and the security of the revenue; but, to have taken it into my own hands, would, in fact, have been to declare myself the sovereign of Oude. My accuser may, with equal propriety, charge me with a high crime and misdemeanor, for not preventing the commission of murder or robbery in England at the present moment, as he has done, for my inability to put a stop to similar enormities in Oude in the year 1783. Admitting the fact to be true, as stated in a letter from Mr. Bristow of the 29th of January 1784, written and dispatched after his removal from office, that a woman was murdered in the city of Luck-

Lucknow, the aunt of Nabob Behadre, one of the Nabob's brothers; how am I responsible for this atrocious act? I do not know that I ever saw or heard of the Nabob Behadre. He has been described to me, since I read this Charge, by many gentlemen who knew him, as a depraved, profligate, and abandoned character, perpetually involved in quarrels, and his life hourly in danger from his own irregularities: a man hardly recognized as a relation by the late Sujah ul Dowlah, the present Nabob, or by any of his family. But were he of a different character, am I accountable for the attempt which a ruffian made upon his life, or for the death of his aunt? The circumstance of this transaction I am to this day totally unacquainted with. In the length of time that I passed at Lucknow, and in daily conversation with the Nabob, his ministers, and others, I must have heard of it, had it been true—I never did.

With respect to the relations of the Nabob, I do assure this Honourable House, that I was in habits of continual intercourse with them; that they expressed their sincere satisfaction at the measures which I adopted; and the most powerful amongst the Nabob's family, his uncle, Salar Jung, and the Begums, declared upon all occasions, while I resided at Lucknow, and since my departure from it, their most complete satisfaction and approbation of all my proceedings.

I am accused of inconsistency in my conduct towards Almas Ally Cawn; a very few words will exculpate me from this Charge. In the year 1782, Almas Ally Cawn was represented to me, as in a state of actual rebellion: I believed the representation, and I instructed Mr. Bristow, if it were true, *and his crimes proved*, to urge the Nabob to punish him with death; but even here, I said, that whatever engagements had been made with him, must, however exceptionable, be faithfully observed. Subsequent information induced me to believe that I was mistaken; and as an incontrovertible proof of it, Almas Ally Cawn, upon the faith of my assurances, in the month of February 1784, came to Lucknow unattended, where he resided as a private
man,

man, while I remained in India. By my solicitations, he advanced the sum of 50,000*l.* to the Nabob, which was employed for the Company's service, and by this assistance afforded to his sovereign and the East India Company, he refuted the Charges of perfidy and disloyalty, which had often been too successfully urged against him; but I declare at the same time, that I thought Almas Ally Cawn's power was too considerable, and contrary to good policy; yet as it had been given to him by the Nabob, I found it impossible to change the system, and therefore advised its continuance. Let the confidence which Almas Ally Cawn placed in me, by coming unattended to Lucknow upon the faith of a letter from myself only, be a proof, as it ought to be, that my character does not deserve those insinuations which have been thrown out against it.

In several articles of this Charge, it is insinuated that I provided for my creatures and dependants, by assuming the management of the Nabob's revenue; no proof has been brought of the assertion, and I affirm it to be wholly groundless: What description of gentlemen have I employed, or patronized in India, who deserve to be mentioned in such opprobrious terms? Those who composed my family were men of ability and integrity, men distinguished in the civil and military branches of the Company's service: Major Palmer, my secretary, has been nearly twenty years in the army; Major Davy, whom I also employed as my Persian translator, enjoyed the same office under Sir Robert Barker. These gentlemen were of my own nomination, and they served the Company faithfully and successfully on various occasions. Mr. Wombwell was expressly appointed by the Court of Directors to an office of great emolument in Oude; and the reversion of this office was on the 1st March 1783, bestowed by the same authority upon Mr. John Taylor, the nephew of a gentleman then Chairman of the Court of Directors, and a Member of this honourable House, Sir Henry Fletcher. But what relations, or what intimate connections of my own, have I provided for, either from the revenues of Oude, or by bestowing

offices upon them in Bengal? I never had more than two relations in Bengal; one of them was killed at the storm of the fortress of Lahore, and at the time of his death was many thousand rupees in debt. The other is at this moment a Lieutenant in Bengal, totally unprovided for; and the only request which I ever made in his favour (though an ineffectual one) was that the Court of Directors would be pleased to appoint him a writer in the service.

My accuser asserts, that I authorized large allowances to be received from the Nabob Vizier, and thereby violated my own solemn agreement with him.—I do deny that I authorized Major Palmer to draw any salary or allowance whatsoever; but I suppose that his expences, while he remained at Lucknow by the express and urgent request of the Nabob Vizier, would be defrayed by his Excellency.—My resolution was taken to return to England.—The other allowances were merely temporary, not fixed by me, but by the Nabob Vizier himself, and to be totally reduced at any time, either by himself or by an order of the Board; or to be mollified and settled in the manner which they have been since my resignation of the service.

Having affirmed that I provided for no creatures or dependents from the revenues of Oude, I can with equal truth declare, which I now do most solemnly to this honourable House, that I did not add to my own fortune by my journey to Lucknow, or by my connection with the Nabob.—On this subject, however, I forbear to enlarge.—I claim no merit with this honourable House for having merely done my duty.

It is also a Charge against me, that I neglected an application from a brother of the Nabob Mirza Jungly, who wished to fix himself in our provinces—I discouraged his design, and with reason. The Nabob Saadut Ally has resided under our protection since the year 1777, and though his residence with us is ostensibly sanctioned by the Nabob, it has ever been a source of jealousy and uneasiness to him, and it has afforded an opportunity to disaffected and insidious men, to impress his mind with false notions of his brother's designs.

signs.—If I had afforded an asylum for Mirza Jungly in our own provinces, with a suitable provision for his support, or an acquiescence in his return on his own terms to Lucknow, there were at least a dozen other brothers who would have followed his example, and would of course have expected our mediation in their behalf; and on what obligation should I have done it? or on what principle could I have been justified in these petty interferences in the competition of individuals of the Nabob's family?

The remainder of this Charge is more a defence of Mr. Bristow than an attack upon me.—I shall not trouble this Honourable House with a detail upon this subject.—For the present, I shall merely observe, that in the month of September 1782, Mr. Bristow was appointed resident at Oude—That a very few months after his appointment, very great heats and animosities broke out between Mr. Bristow on the one part, and the Nabob and his minister on the other—I had no enmity to Mr. Bristow, nor had I any personal motives to gratify by his removal.—These disputes were referred to the Council in Calcutta—I took the part of the Nabob and his minister; my Council justified Mr. Bristow—But a government so disordered could not possibly exist—It became necessary, in the month of December 1783, either to remove Mr. Bristow, or to authorize him to assume an absolute authority in Oude; and this I stated to the Council, who were alarmed at the prospect before them; and though they were all the strenuous defenders of Mr. Bristow, agreed to his removal, and to delegate to me the power of settling every disputed point with the Vizier, provided I would be responsible for his payment of the balance due to the Company, not with my fortune, as my accuser truly says, but with my character, which I prize infinitely higher.—I accepted the trust, and it detained me one entire season in India.—I proceeded to Lucknow; I met the Nabob upon the most friendly terms; I declare to this honourable House, that I treated him with the respect and the attention which

was due to his high rank—that I never presumed to speak to him in an authoritative tone; and that, by argument and persuasion, I carried all my points both with the Nabob and his minister—I never interchanged an unpleasant word with him, during the five months which I remained at his court, and near four of that period lived, with thirty English gentlemen, and numerous guards and domestics, within the same enclosure; nor in that period did the slightest dispute ever arise between his people and mine.

Answer

Answer to the Nineteenth, Eighteenth, and Seventeenth Charges.

Libel on the Court of Directors—Mogul delivered up to the Marattas—and Mahomed Reza Cawn.

IF the three Charges which were delivered to me on Friday, and I believe to the Members of this Honourable House on the same day, contained much impeachable matter, I should request a delay of a few days to prepare my reply to them; but I have no objection to leave them, accompanied by a very short explanation, to make their own impression upon this Honourable House. In truth, I have read them over myself very cursorily.

In 19th Charge, I am accused of publishing “a libel on the Court of Directors.” How can I reply to such a charge? The Court of Directors have commenced no prosecution against me for a libel; on the contrary, two years after the publication of my letter, which now for the first time is called a libel, I have had the honour and happiness to receive their unanimous thanks for my long, faithful, and able services. The Court of Directors censured me for addressing them with such unguarded warmth, in their letter of the 28th January, 1784; but I had the pleasure to

find that censure accompanied by the following words:
 —“ After the resistance which the Rajah has made,
 “ no countenance could be consistently shewn him.
 “ However, we turn aside from this disagreeable sub-
 “ ject, to express great approbation at the extraordi-
 “ nary exertions of our Governor General and Council,
 “ to counteract the designs of our numerous enemies.”
 And with this quotation I shall close my observations
 on the 19th Charge.

I know not, I protest, what my accuser means by
 the Charge which he styles “ The Mogul delivered
 “ up to the Marattas.” I must decline any answer to
 this Charge, until I receive some further lights upon
 the subject. I avow, that I would have afforded
 effectual assistance to the Mogul, that is to the King
 Shah Allum, if powers had been granted to me; but
 my Council differed in opinion with me, and nothing
 was done. Major Browne’s letter to the Court of
 Directors, on the 6th of October, 1785, fully proves
 that no engagements of any kind were concluded. I
 declare, that I entered into no negociations with
 Madajee Scindia for delivering the Mogul into the
 hands of the Marattas; but I must have been a mad-
 man, indeed, if I had involved the Company in a war
 with the Marattas, because the Mogul, as his last re-
 source, had thrown himself under the protection of
 Madajee Scindia. I do assure this Honourable House,
 that when the Council agreed to invest me with full
 powers, to assist the Nabob Vizier in restoring order
 and tranquillity throughout his dominions, I drew up
 my own instructions, which, on their approval, be-
 came an act of government. I mention this circum-
 stance, as a full refutation of my accuser’s remark,
 “ that the Council, being well aware of his (the said
 “ Hastings’s) disposition to engage in unwarrantable
 “ designs against the neighbouring states, *did expressly*
 “ *confine his powers, &c. &c.*”

The only remaining Charge which has been delivered
 to me, respects my treatment of Mahomed Reza Cawn,
 and

and the Nabob of Bengal. To this I shall reply somewhat more at length, pressed as I am in point of time.

It was my lot to be entrusted by the Secret Committee of the Court of Directors with the execution of orders, which were to be returned to them unseen, in the event of my death. These orders I received the day after my accession to the government of Bengal. I shall insert a copy of them, and the subsequent letters which passed between me and the Court of Directors on the subject of them.

From the Secret Committee of the Court of Directors
to Mr. Hastings, dated the 28th August, 1771.

“ By our General Address you will be informed of the reasons we have to be dissatisfied with the administration of Mahomed Reza Cawn, and will perceive the expediency of our divesting him of the rank and influence he holds, as Naib Dewan of Bengal. But though we have declared our resolution in this respect to our President and Council, yet, as the measures to be taken in consequence thereof might be defeated by the Minister, and all enquiry into his conduct rendered ineffectual, were he to have any previous intimation of our designs, we, the Secret Committee, having the most perfect confidence in your judgment, prudence, and integrity, have thought proper *to entrust to your especial care* the execution of those measures which alone can render the Naib's conduct subject to the effect of a full enquiry, and secure that retribution which may be due on the detection of any fraud, embezzlement, or collusive practice, in his public or private transactions.

“ In order, therefore, to make him amenable to a due course of justice, and to prevent the ill consequences which may result from the resentment and revenge which he may conceive in the knowledge of our intentions, we hereby direct and enjoin you (*immediately on the receipt of this letter*) to issue your private orders, for securing the person of Mahomed Reza Cawn,
together

together with his whole family, and his known partizans and adherents, and for bringing them down to Calcutta; and it is our pleasure that they by no means be suffered to quit the place, until Mahomed Reza Cawn shall have exculpated himself from the crimes of which he now stands charged or suspected. In this research, your own judgment will direct you to all such means of information as may be likely to bring to light the most secret of his transactions. We, however, cannot forbear recommending to you, to avail yourself of the intelligence which Nundcomar may be able to give, respecting the Naib's administration; and which the envy which Nundcomar is supposed to bear this minister, may prompt him to a ready communication of all proceedings which have come to his knowledge, we are persuaded that no scrutable part of the Nabob's conduct can have escaped the watchful eye of his jealous and penetrating rival. We have the satisfaction to reflect, that you are too well apprised of the subtilty and disposition of Nundcomar, to yield him any trust or authority which may be turned to his own advantage, and prove detrimental to the Company's interest.

" Though we have thought it necessary to intimate to you how little we are disposed to delegate any power or influence to Nundcomar, yet should his information and assistance be serviceable to you, in your investigating the conduct of Mahomed Reza Cawn, you will yield him such encouragement and reward as his trouble, and the extent of his services, may deserve."

*Extract of my Letter to the Court of Directors,
dated 1st Sept. 1772.*

*" The immediate departure of the Colebrooke, which sailed the day after my letter of the 24th of April had reached her, prevented my giving you further intelligence of the issue of the measures which I had taken for the arrest of Mahomed Reza Cawn. As your commands were peremptory, and addressed to myself alone, I carefully concealed them from every other person,
except*

except Mr. Middleton, whose assistance was necessary for their execution, until I was informed by him that Mahomed Reza Cawn was actually in arrest, and on his way to Calcutta. I had no connection with Nund-comar or his family prior to the receipt of your commands by the Lapwing: on the contrary, from the year 1759 to the time when I left Bengal, in 1764, I was engaged in a continual opposition to the interests and designs of that man, because I judged him to be adverse to the interests of my employers; and, in the course of this contention, I received sufficient indications of his ill-will, to have made me his irreconcilable enemy, if I could suffer my passions to supersede the duty which I owe to the Company. To the service of the Company, and to your commands, I have sacrificed my feelings, and I have combated those of others, joined with me in the administration of your affairs.

“ The same principles guided me, though not uninfluenced by other arguments of great force, in the choice of Munny Begum, the widow of the Nabob Meer Jaffier, and of Rajah Goordas, the son of Maha Rajah Nundcomar, the former for the chief administration, the latter for the Dewanee of the Nabob’s household; both the declared enemies of Mahomed Reza Cawn. To the latter, indeed, I was principally inclined through your commands; and I hope it will appear, that I have adopted almost the only expedient in which they could be exactly fulfilled. You directed, “ That if the assistance of Nundcomar should be serviceable to me in investigating the conduct of “ Mahomed Reza Cawn, I should yield him such reward as his trouble, and the extent of his services, “ may deserve.” Had I not been guided by the caution which you have been pleased to enjoin me, yet my own knowledge of the character of Nundcomar would have restrained me from yielding him any trust or authority, which could prove detrimental to the Company’s interests. You will perceive by the records, that this appointment has not taken place without opposition. I did not think myself at liberty to divulge your secret commands. I am at this time most firmly persuaded,

persuaded, that no other measure whatever would have been likely to prove so effectual, *either for promoting the enquiry which you have directed, or giving strength and duration to the new system.*"

Extract of the Court of Directors Reply to the above.

" The extirpation of Mahomed Reza Cawn's influence was absolutely necessary; and as to any hopes which he may entertain of profiting by changes in the Court of Directors, these hopes must speedily vanish, for however different their sentiments may be in some particulars, *they heartily concur in the propriety and necessity of setting him aside.* Your choice of the Begum for guardian to the Nabob, we entirely approve. The use you intend making of Nundcomar is very proper; and it affords us great satisfaction to find, that you could at once *determine to suppress all* personal resentment, when the public welfare seemed to clash with your private sentiments relative to Nundcomar."

Extract of a letter from Mr. Hastings to the Court of Directors, dated Fort William, 24th March, 1774.

" Although the proceedings of the Board, very minutely recorded all the measures which were taken for prosecuting the enquiry into the conduct of Mahomed Reza Cawn, and my own sentiments both in the course and the issue of it, yet as I was originally honoured *with your separate commands* for conducting this intricate business, I conceive it to be in some measure incumbent on me to address you on its conclusion. You will be pleased to recollect that the charge was general, without any specification of time, places, or persons; I had neither witnesses, vouchers, nor materials to begin with; for these I relied chiefly on the abilities, observation, and active malignity of Nundcomar. In the course of the enquiry I proceeded with the most rigid impar-

impartiality; not suffering (I can safely say) the smallest bias to incline me. You will see with what materials I was furnished; I am sorry to say, that some were collected with so little regard to decency or truth, as to make me apprehensive of the effects which they might have produced on my character, from the countenance which I afforded Nundcomar in the prosecution, had I not, in my own immediate conduct, invariably adhered to the strictest rules of justice. Notwithstanding the consciousness which I possess of my own integrity, and the certainty that my conduct throughout this ungrateful business will, on the most rigid scrutiny, do me credit, yet I am not without my fears. I am aware of the violent prejudices that were taken up at one time against Mahomed Reza Cawn by all ranks of people, both here and at home. I am also aware that in England, where the very name of enquiry into the past management of affairs in India flatters the passion of the times, and raises expectations of great and important detections, the result may baulk those expectations, and turn the torrent of popular clamour another way.

“ I must declare that I have another motive for my fears; the dark and deceitful character of Nundcomar, whose gratitude no kindness can bind, nor even his own interest disengage him from those crooked politics which have been the study and practice of his whole life. Of this I have had many extraordinary proofs.

“ My experience of his character has never altered my behaviour to him, but in such instances only, and such have occurred, as required it for the public tranquillity. I have supported the authority of Rajah Gordass, even in opposition to the Begum, because it was consistent with your interest.”

Mahomed Reza Cawn was acquitted by me, and appointed in 1775 to the superintendence of the Nabob's household, during his minority, and to the administration of criminal justice throughout the provinces. From these offices he was removed in 1778, by the

Board, where I had a casting voice, the Nabob being then 20 years of age. Of this removal the Court of Directors disapproved, and, against the most strenuous remonstrances of the Nabob and all his family, he was re-appointed in 1780, when the Nabob was 23 years of age. On repeated petitions from the Nabob, I again removed Mahomed Reza Cawn, in 1781, from being guardian of the minority of a man who was then 24 years of age, but he was continued Chief Criminal Judge of the provinces, and that office he still retains. I have settled jagheers on his two sons, which produce them a liberal income. To my justice and impartiality Mahomed Reza Cawn has often declared he owes his life and honour, when the deepest schemes of villainy were laid to deprive him of both. He has received many offices of kindness from me; and I am sure his sentiments for me are those of gratitude and affection.

I hope I may be allowed to make an observation on the conduct of the Court of Directors, as it respected Mahomed Reza Cawn, Nundcomar, and myself. The gratitude which I owe to them, and the respect which I feel for the individual members of that court, is as great as can warm the breast of any man; yet I had substantial cause of complaint against them for the return I met with for a rigid and literal obedience to their orders in the instance I have quoted. I employed Nundcomar, and I prosecuted Mahomed Reza Cawn. The Directors were well aware of the faithless character of the first, and assured me, that under no change whatsoever should the latter be restored to power; yet both these men, within two years of the date of their letter, were employed as instruments of vengeance against me. The opinions of counsel were taken in England, whether, upon the informations of Nundcomar a prosecution could not be instituted against me for money stated to be corruptly taken; and there was a time when I was threatened with a prosecution by Mahomed Reza Cawn, for a rigid obedience to the orders of my superiors;—and I stand here now to an-

swer to a Charge of High Crimes and Misdemeanors for having obeyed these orders.

I have not sufficient time left to enter minutely into the particulars of my defence against the Charge intruded into this article, of insolence and oppressive treatment of the Nabob Mobarek ul Dowlah, and therefore borrow the aid of Sir John D'Oyly, who was the resident at the Durbar, and is charged with being the instrument of my oppressive acts to the Nabob, to recite, as he would do upon oath, if required, all that he knows relative to these transactions, and his testimony is hereunto annexed. It remains for me only to premise, in a few words, that I always regarded the Nabob Mobarek ul Dowlah as being under my protection, and myself as his guardian; that whenever he committed such irregularities as tended to injure either his interest or reputation in an essential manner, I admonished him to avoid such excesses in future; and by gentle persuasions, for I never used any other, I tried, and generally with success, to wean him from his bad habits, as I became acquainted with them.

I prevailed upon him to remove discreditable people from his society, and I gave him the assistance of Sir John D'Oyly, under my own instructions, to make a new arrangement and distribution of his expences, because they had run out beyond all bounds; and if I had not done this, he would have been involved in debt, his palace would have been surrounded by clamorous creditors, and ultimately the demand would have been defrayed from our treasury. I hope nothing I have said will appear to reflect on the young Nabob, whose disposition is gentle and pliant, and his general behaviour such as merits every instance of kindness that can be shewn him by the East India Company.

" I was appointed resident on the resignation of Mr. Byam Martin, in the month of January 1780, and took charge about the beginning of February of the same year.

“ The substance of the instructions I received was to endeavour, by every means in my power, to conciliate the good opinion and regard of the Nabob and his family, that I might be able to persuade him to adopt effectual measures for the better regulation of his expences, which were understood to have greatly exceeded his income; that I might prevent his forming improper connections, or taking any steps derogatory to his rank? and by every means in my power support his credit and dignity in the eyes of the world: and with respect to the various branches of his family, I was instructed to endeavour to put a stop to the dissensions which had too frequently prevailed amongst them. The Nabob on his part was recommended to pay the same attention to my advice, as he would have done to that of the Governor General in person.

“ “ Some time (I think) in the month of February of the same year, I received a letter from Mr. Hastings, purporting that the critical situation of affairs requiring the union and utmost exertion of every member of the government, to give vigour to the acts necessary for its relief; he had agreed to an accommodation with Mr. Francis; but to effect this point, he had been under the necessity of making some painful sacrifices, and particularly that of the restoration of Mahomed Reza Khan to the office of Naib Soubah, a measure which he knew must be highly disagreeable to the Nabob, and which nothing but the urgent necessity of the case should have led him to acquiesce in; that he relied on me to state all these circumstances in the most forcible manner to the Nabob, and to urge his compliance, assuring him that it should not continue longer than until the next advices were received from the Court of Directors.

“ Never did I experience a more disagreeable task—so reluctant was the Nabob to concur; and such indignation did he express at being again subjected to so disagreeable a situation, that I more than once despaired of success, and apprehended that he would, as he threatened, repair to Calcutta, and appeal personally

nally to the justice of the Council ; and nothing, I am persuaded, would have induced him to acquiesce, but my assurances to him, on the part of the Governor General, that it was only a temporary measure, absolutely necessary for the welfare of the state, and should be done away as soon as that necessity was removed. The letter, which contained the Nabob's acquiescence, will prove how much he felt himself injured by it.

" Mahomed Reza Khan was accordingly reinstated in all his offices, and the Nabob again reduced to the situation of a mere cypher. He was then 23 years of age.

" About the month of June 1781, Mr. Hastings, being then at Moorshedabad, communicated to me his intention of performing his promise to the Nabob, by restoring him to the management of his own affairs ; and at the same time gave me instructions, with the concurrence of the Nabob, to make a minute investigation into the Nabob's accounts, and to concert with him a plan for the reduction of his expences within his income : he also drew up certain articles of instruction for the Nabob's conduct, and the management of his affairs. This change was by no means agreeable to me, as I was sensible it drew on me a great weight of responsibility, and that the reform, which I had engaged to use my endeavours to bring about, would not only be a laborious and arduous undertaking, but subject me to the enmity of all those who must suffer by it. I however undertook it ; and the Nabob, at my request, did order his Accountants to furnish me with whatever papers I should call for. These were very voluminous ; and I found, on investigation, that his disbursements exceeded his stipend about three lacks of rupees per annum. I set about to form a plan of reduction, and requested of the Nabob to do the same ; and when both were finished, we compared them, and from both, by mutual agreement, fixed all his expences on such a footing as to come within his income. Doubtless this occasioned great distress to many ; but the Nabob soon found the benefit, in being enabled

enabled to live much better than he had ever done before.

“ During the administration of Mahomed Reza Khan, it had been a constant subject of complaint from him, and of representation to the Nabob from me, that many of those of whom he made companions were persons neither entitled, by their rank in life, or by the goodness of their characters, to such a distinction; and indeed they frequently led him into very improper and disgraceful acts: Also, That many Europeans made it a practice to visit the Nabob, in hopes of receiving presents from him; and to my knowledge, several European servants had intruded themselves into the Nabob's company as gentlemen, and through his ignorance had been treated as such by him. These circumstances I represented to the Governor General, who made it a point with the Nabob to avoid it in future, by informing himself from me of the different characters who were desirous of visiting him; to this he cheerfully agreed, and I never once objected to any person, in the character of a gentleman, visiting the Nabob. He was pleased also to remove from about his person the other parties complained of.

“ The Nabob did actually disavow and declare, with a most solemn oath, that he never authorized any person whatever to make an offer to give up any part of his stipend; and never did I see expression of astonishment painted in the countenance of any person more strongly than in that of the Nabob when he first heard it; his remark was, “ How is it possible to suppose such an idea could ever be entertained, when “ I am already so much straitened by the inadequacy of “ my income to my disbursements, and have been “ continually applying for relief from my difficulties.” He was so enraged at the circumstance, as to banish the person from his presence.

“ The reduced plan of the Nabob's expences could never appear to disgrace him in the eyes of the people, as the resident never appeared in it—no part of it was fixed but with his concurrence, and made public in his name; in fact it was a plan of his own.

“ I cannot

" I cannot pretend to say what might have been formerly the practice respecting the issuing the Nabob's stipend; that which subsisted on my taking charge was this: The Resident made application by writing to the provincial council of revenue at Moorniedebad, to the collector of Rajeshahey, or whoever was appointed to furnish the supplies for a specific sum, from one to five lacks of rupees; when received, it was paid to the Nab Soubah, whilst that office existed, or to the Dewan, who gave receipts under his own and the Nabob's seal and signature, which receipts were kept as vouchers, and to be sent down to the Presidency whenever the Accountant-General called for them. I never received any orders to send to the Council an annual account of the particulars of the Nabob's distribution of his stipend; nor should I have thought myself authorized to have demanded such an account from the Nabob. I received the supplies in gross sums, and immediately paid the same in gross sums. The Resident sends down an account-current monthly of the receipts and disbursements of his office, and the receipts from the Nabob, &c. are the vouchers for the having issued it.

" I could have very little occasion to correspond with the Nabob when I lived within four miles of his palace, and set apart two days in the week for meeting him on business. Letters of complement or inquiry I might have written to him, but I believe never on business; besides, not a day ever passed without the attendance of the Dewan.

" The Company have received a very full and circumstantial account of the situation of the Nabob's affairs in a letter written in the year 1785, in which his distresses, and the causes of them, are particularly set forth. That his distresses are great, that he is burthened with an enormous debt, and that not only the Musulmans dependant on his family, but even many of his relations, and others of high rank, are reduced to a state of indigence, is most true, and calls loudly for relief. He made repeated applications to the council on this subject, and representations were made to the Court
of

of Directors; but as these were not attended with success, he did, with the concurrence of the Governor General, determine to make a direct appeal to the Company for relief. His representation is now before them, and I have no doubt they will attend to it.

“ On the Subject of Mahomed Reza Khan.

“ Mahomed Reza Khan, after his removal from office, repeatedly declared to me his satisfaction at being relieved from a station which was not only exceedingly troublesome, but to the highest degree invidious, both from the inadequacy of the stipend to the necessary expences, and from the numerous claimants on it, both among his own dependants and those of the Nabob's family, and who, if disappointed, took every means in their power to misrepresent his conduct, and to impede his measures; to which the Nabob, from a desire to emancipate himself from a yoke at once so galling and disgraceful, was ever ready to lend his support: The necessary consequence was a constant augmentation of a debt, commenced under his father, and increased under each of his brothers, with which the Nabob was saddled at his accession.

Extracts of a letter from the Nabob Mobareck ul Dowlah to the Court of Directors, written in the year 1785.

“ When, on the accession of the Nabob Nudjum ul
 “ Dowlah, the sum allotted for the expences of the Ni-
 “ zamut, the subsistence of its dependants, and the sup-
 “ port of its splendor, was fixed at upwards of fifty
 “ lacks of rupees, and that this decrease from what it
 “ had been in the time of the Nabob my father, and
 “ his predecessors, occasioned such ruin and distress to
 “ multitudes in Bengal, let the Honourable Company
 “ judge how infinitely the distress must have been ag-
 “ gravated when the stipend was reduced to the trifling
 sum

" sum of sixteen lacks; and to the former established
 " expences were added those of supporting all the
 " women, relatives, connections, and dependants of
 " my father and the succeeding Nazims (which in
 " Hindostan amount to an incredible number, and in-
 " conceivable expence) and they will then be able to
 " form some judgment of the present miserable state of
 " the Nizamut. Those who are acquainted with the
 " manners and customs of different countries know,
 " that most of the Mussulmans of this country are to-
 " tally detached from trade and manufactures, particu-
 " larly those who have been in the service of the King
 " or Princes of the country, who are accustomed to
 " consider their offices as for life; this being the case,
 " it must be evident to what a state of distress all under
 " this predicament, with their families, must be reduced,
 " from having been so many years out of employ,
 " through my inability to retain them in pay.

" As the Almighty delegates his power to Princes
 " and Magistrates, for the purpose of supporting the
 " needy, and for the ease and happiness of mankind,
 " a multitude of people in Bengal derived their sub-
 " sistence from the country of the Nazims, the same of
 " which brought numerous bodies, in expectation of a
 " livelihood, from the different parts of Hindostan,
 " from Persia, &c. nor were they disappointed. There
 " are still thousands of these in the utmost distress, who
 " look forward with hope to the re-establishment of the
 " ease and splendor of Nizamut through the liberality
 " of the Company. In fact, innumerable Mussulmans
 " and others depend on the Nizamut for a subsistence.

" My requests are,

" First, That as I have now attained my twenty-
 " eighth year, and am perfectly competent to the ma-
 " nagement of my own affairs in the properest man-
 " ner, my undoubted right to be master in my own
 " family, by the appointment and dismissal of my
 " Minister (Naib) and servants, be acknowledged. It

“ can never be necessary that any interference should
 “ take place in matters of this kind ; such interference
 “ has already been highly detrimental to my affairs ;
 “ and God is my witness that, but for the kindness and
 “ friendly attention of the Governor General, and the
 “ measures he has taken for the regulation of my af-
 “ fairs, I should at this time have been in tenfold debt
 “ and distress. By means of his kindness, and the affi-
 “ duity of Sir John D'Oyly, my affairs have been put
 “ in such a train as to enable me to expect your deter-
 “ mination. My obligations to the Governor General
 “ are boundless : Were I to write volumes on the sub-
 “ ject I could never sufficiently express my gratitude :
 “ The virtues which adorn his character are precious
 “ gifts of the Almighty to the people of Hindostan, and
 “ ensure to them the enjoyment of comfort and ease.—
 “ That God may preserve his life and power, and long
 “ continue him in the government of this country, is
 “ not my wish alone, but that of the whole people.
 “ Although the great respect shewn me by the Go-
 “ vernor General on every occasion calls for my warm-
 “ est gratitude, and God is my witness that I am so per-
 “ fectly content therewith, that had I a thousand tongues
 “ I should fail in the praises justly due to his virtues ;
 “ yet, as such qualities are rarely found, the considera-
 “ tion of the future leads me to request you will direct
 “ that the forms of respect due to my rank may be in-
 “ variably observed.”

&c. &c. &c. &c.

Answer

Answer to the Twentieth Charge.

MARATTA WAR, and PEACE.

THIS and the following Charge I had no opportunity of perusing until my return last night from this Honourable House; it will not, therefore, be expected that my answer to each should be long; in truth, the subjects do not require a long defence.—I affirm, that I was not the author of the Maratta war; and, if this Honourable House shall adopt the Charge, I will bring undoubted proofs of the truth of my assertion.—I affirm, that every step which I took in the year 1778, from January to December, were regularly communicated to his Majesty's Minister, with whom I thought it my duty to communicate on so momentous a subject, enjoying, as I did, my office under a parliamentary appointment.—I affirm, that I had not the most distant idea of involving this nation, or my employers, the East-India Company, in a war with France or the Marattas; that every measure I pursued had for its object the defence of the Company's possessions against the combined attacks of the French and the Marattas. The grounds which I had to expect these attacks, are such as I am sure this Honourable House will perceive to have been so strong as to justify me in every measure I adopted: these I shall produce, if the Charge is entertained,

tertained, unless their production should be deemed dangerous to the national interests.—I affirm, that the Court of Directors, with the approbation of his Majesty's Ministers, approved of my conduct in forming a detachment for the defence of our possessions in the West of India.—I affirm, that when I proposed to change the destination of this detachment, and to form an alliance with the Rajah of Berar, it was not to pursue schemes of conquest, but to defend the British empire in India from the dangers with which it was threatened by the war with France, of which we had then received intelligence.—I affirm, that I had received from Mr. Elliott a very particular relation of the steps which France meant to pursue at the commencement of the war, and that Mr. Elliott's information came from the most respectable authority in Europe; that it was confirmed to me beyond a doubt, by the reception of a French Minister at the court of Poona, and intelligence of the most exact coincidence with his from Poona.—I affirm again, that I was not the author of the Maratta war; that the truth of this assertion has been proved again and again.—But I affirm, that the merit of the Maratta peace is my own; that it was concluded under greater difficulties than any Minister, at any period of time, in any nation, has had to contend with; that every possible obstruction was thrown in the way of the negotiation for peace, by the advices which every dispatch brought from England: these diminished my authority, and announced my dismissal from the service. Every man in England, who spoke on the subject of our desperate situation in India, declared, as I have been informed, that peace upon any terms was desirable, and that no peace could be a bad one.—I affirm, that under all these disadvantages, the peace concluded by Mr. David Anderson, under my instructions, was honourable and advantageous in the highest degree to this nation and the East-India Company; that it has now been ratified above three years; that it has never been infringed in a single article by either party; and that it promises to be lasting. I have
received

received the unanimous thanks of the Directors, and the thanks of the Proprietors, with one dissenting voice only amongst the latter, for effecting this important service to my country and the Company; nor did I believe, till I read it in the Charge, that a single person in Europe or in India, could have styled the peace ignominious or dishonourable. My whole correspondence with Mr. Anderson, and his letters to me, are at the India House; to these letters I refer, and I rest my defence on the evidence they contain.

Answer

Answer to the Twenty-first Charge.

SUPPRESSION of CORRESPONDENCE.

THIS is a Charge for the suppression of correspondence with the Princes and Country Powers of India: I shall reserve my reply till the instances are stated in which I have suppressed correspondence; denying for the present, as I solemnly do, that I had any improper or dangerous practices of any kind to cover or conceal from my Council, the Court of Directors, or the British nation.

THE
D E F E N C E
OF

WARREN HASTINGS, Esq.

(Late GOVERNOR GENERAL of BENGAL,)

AT THE BAR OF THE
HOUSE OF COMMONS,

Upon the Matter of the several Charges of High
Crimes and Misdemeanors, presented against him
in the Year 1786,

PART THE THIRD,

L O N D O N :

PRINTED FOR JOHN STOCKDALE, OPPOSITE BURLINGTON-
HOUSE, PICCADILLY.

MDCCCLXXXVI.

PART III.

Answer to the Twenty-second Charge.

FYZOLLA CAWN.

THIS Charge was not delivered to me till late on the 8th instant; and I was informed yesterday morning, that in compliance with the prayer of my petition, to be heard in reply to it, this Honourable House had been pleased to direct my attendance on this day. I most respectfully allude to the short interval of time allowed me for this purpose, not as indicating the slightest ground of complaint; for I accept with equal gratitude the permission to appear in my own defence, and the early allowance of my attendance, it being, next to my entire acquittal, my first wish to obtain a speedy termination of the enquiry. But it is proper to represent to this Honourable House the just plea which I may have for any deficiency of my Defence to this last article of the Charge, arising from the want of sufficient time to examine every part of it; every part of it containing some positive or

insinuated, but not always a discoverable Charge; and the whole comprizing no less than 21 folio pages. These have furnished me with employment for one third of my allotted portion of time to read, to analyze, and to understand so much as I do understand of them, much of their sense being dissipated by nice and subtle distinctions, and obscured by allusions which I have not leisure to trace to their documents, and perplexed by forced inferences, and the introduction of other Charges, which are totally foreign from the subject; such as, that I assumed "an illegal delegation of the whole powers of the Governor General and Council, in July, 1781;" that "I reflected discredit to the Crown of Great Britain by a private conversation with Sir Elijah Impey;" and many other lateral accusations and insinuations of the like extraneous quality.

All such matters, as of inferior note, I shall pass without more observation upon them, trusting to the spirit of liberal justice which I have already experienced from this Honourable House for my general acquittal of these minuter Charges, if in the main points I shall appear to have consulted the interest, Honour, and safety of my employers; and that I could have no view to my own interest in the proceedings which have a relation to the Charge, as in effect no such view is or could have been imputed to me in it.

The Charge consists of eight titled chapters or divisions; and these subdivided altogether into seventy-nine distinct and numbered positions.

The first chapter is intituled "Rights of Fyzoola Khan, &c. before the treaty of Lall-Dong."

This I shall examine minutely, as it will serve to prove what I have asserted of the general character of the whole composition; and I will shew to this Honourable House, that in twelve positions or affirmations, of which it consists, it contains as many assertions, or implications of facts, which have no foundation in truth.

1st. The

1st. The First Position states, that Ally Mahmud, the father of Fyzoolla Cawn, was the sovereign of Cutteher or Rohileund; and by ascribing to him a "Renown in the History of Hindostan," it must have been intended to convey the conclusive opinion, that he inherited his sovereignty from a line of ancestors who held it before him.

Both points are false in fact. Ally Mahmud was not the sovereign of Cutteher or Rohileund, but the usurper of that province, which he originally acquired as a servant of the crown, and converted into an independency by repeated acts of rebellion against his lawful master and sovereign; and his father Daood Cawn (I think that was his name) had no authority or footing in that country.

2d. The Second Position states in terms, the province of Cutteher to be the "ancient estates," and "hereditary rights," of Fyzoolla Cawn, which I again assert to be false in fact. These words are indeed borrowed from translations of letters from Fyzoolla Cawn to Colonel Champion; but I have doubts, which I have a right to express, of the fidelity of the translation; and even if it be genuine, it is but the assertion of Fyzoolla Cawn himself, in favour of his own cause, which cannot be admitted in evidence of it; and the evidence against it abounds in the records of the Company, which are before this Honourable House, and on undoubted notoriety.

3d. In this Position he is again, a third time, stated "the undoubted heir of his father's authority;" which, as the Chapter itself is entitled "Rights," and these can only mean rights of which my conduct was a violation, is untrue in that sense of it.

4th. This Position states again, (the 4th time) the country in question to be "his ancient possessions, the country of his father;" and it states by implication, that he was innocent of the war; yet the 3d Position has admitted, that "the Nabob Fyzoolla Cawn, with some of his people, was present at the decisive battle of St. George, but escaping from the slaughter" (a word also of false insinuation) "made his retreat
" good

“ good towards the mountains, with all his treasure,” and “ there collected the scattered remains of his “ countrymen;” that is, for so it was, still continued the war against us in chief.—Both assertions cannot be true.

5th. This states in terms, that I rejected a specific offer, by which, if accepted, an annual increase of near 400,000*l.* would have accrued to the revenue of our ally, and the immediate acquisition of 300,000*l.* to the Company, which is not true; for no consequences can be more remote from their premises, than that the performance of so extravagant an offer would have followed the acceptance of it, when it appears in proof before this Honourable House, that a most sacred engagement of the whole Rohilla tribe, before the war, was insufficient to bind them to the payment of little more than half the sum which Fyzoola Cawn offered to pay for the possession of the country after the war. In effect, the extravagance of the offer was a clear proof of the insincerity of the man who made it, and so I treated it.

6th. This seems to be a Charge of Deception; for it states, “ that so great was the confidence of the “ Nabob Fyzoola Cawn in the just, humane, and “ liberal feelings of Englishmen, as to *lull him into* “ *an inactivity* of the most essential detriment to his “ interests;” and this effect is displayed by a detail of what he might have done; which the Charge affirms “ would have enabled him certainly to baffle all pur- “ suit, and probably to keep the Vizier in a state of “ disquietude for the remainder of his life.” Now either it is insinuated by this state of facts, that I, by some act or declaration, did deceive or *lull him* (as it is expressed) into this inactivity; or it simply affirms that he deceived himself. If the former is meant, I deny the fact, and it is refuted by the whole tenor of Colonel Champion’s correspondence; if the latter, Fyzoola Cawn only is to blame for the neglect of his own interests. And why is this inserted in an accusation against me? Why, but to mislead the unwary attention, by the artful involution of consequences

dependent on another, with expectations that might be inferred to have arisen from me! As to the deception itself, from whomsoever it proceeded, since I had no concern in it, I should be most heartily glad of it, if it were really true, that it prevented him "from keeping the Vizier in a state of disquietude for the remainder of his life;" for the British interests would have been equally injured and endangered by it; and it was not my duty to awake the vigilance of an enemy in arms against us, or to apprize him of the advantages of which he might avail himself to our detriment.

7th. If I understand this, it means that Colonel Champion's proposal of peace with Fyzoolla Cawn was essentially necessary to the reputation of the British justice and humanity, which I sacrificed by my hesitation to agree to it. I may safely deny this allegation, since the first proposition is not attempted to be proved; nor, if it were proved, would the latter follow as a consequence of it. We had certainly a right to continue our operations against an enemy in actual war with us, if we could not agree on the conditions of accommodation.

8th. In this position the conduct of the Commander in Chief is decorated with all the gaudy epithets of panegyric, to make my character appear the blacker by the contrast. I crave leave to quote the whole passage as it stands—"That in answer to such *laudable* wish of the said Commander in Chief, the President (Warren Hastings) preferring his own *prohibited* plans of *extended dominion* to the *mild, equitable, and wise* policy inculcated in the standing orders of his superiors, and now *enforced* by the recommendation of the Commander in Chief, did instruct and desire him, the said Commander in Chief, instead of soliciting the Vizier to relinquish his conquest to Fyzoolla Cawn, to discourage it, as much as it was in his power," "although the said Hastings did not once express, or even intimate, any doubt whatever of the Nabob Fyzoolla Cawn's *innocence* as to the origin of the war, or of his hereditary
"right

“ right to the territory which he claimed; but to the
 “ said pleas of the Nabob Fyzoola Cawn, as well as
 “ to the argument both of *policy and justice*, advanced
 “ by the Commander in Chief, he the said Hastings
 “ did solely oppose certain *speculative* objects of
 “ *imagined expediency*; summing up his decided re-
 “ jection of the proposals made by the Nabob Fy-
 “ zoola Cawn, in the following remarkable words:

“ *With respect to Fyzoola Cawn he appears not to me-
 “ rit our consideration. The petty sovereign of a country
 “ estimated at six or eight lacks ought not for a moment to
 “ prove an impediment to any of our measures, or to affect
 “ the consistency of our conduct.”*

To this complicated Charge I am compelled to make a larger Reply than such as were required by the preceding Positions, as it involves a greater variety of matter, and some foreign from the subject. I presume that the allusion here made to the standing orders of the Company, prohibiting plans of extended dominion, and my disobedience to them, have no proper place in this Charge, but belong exclusively to the First Article of the Charge, namely, the Rohilla war; in my answer to which I have said all that was necessary for me to urge on the subject. I have also endeavoured in the same place to prove, and I think I have proved, both to the justice and policy of the war undertaken with the Rohillas. These are points which I claim to be allowed me in the present Charge, because either they are already proved, or they must operate to my condemnation throughout the whole course of the war, and cannot apply further than the general Charge itself to any part of my transactions with Fyzoola Cawn. But if the war was consistent with the principle of justice, it was also allowable by the laws of war, and it became my duty, so far as I was the director of it, to prosecute it to the attainment of its professed purposes, or of others equivalent to them, or as nearly equivalent as I could obtain. The Commander in Chief was desirous of concluding a peace with Fyzoola Cawn, and leaving him in possession of a part of the country for which we were contending,

tending. I was of a different opinion; an opinion not speculative, as it is described, but obligatory by the principles of consistency, to which I have ever adhered as a primary rule of conduct, and by the terms to which I myself had exacted the compliance of the Nabob Suja Dowlah, before I would suffer the Company to be a party to the war, namely, that if we were once engaged in it, we should not desist till we had accomplished the total reduction of the country—as will be seen by my letter to the Nabob Suja Dowlah, entered in consultation of the 22d November 1773, and in the Appendix to the Fifth Report of the Secret Committee, No. 24. It was not necessary that I should change my original plan, because the Commander in Chief recommended, though this seems to be stated as a crime against me. Neither was it necessary for me, in a correspondence with the Commander in Chief, then the executive officer of the board, not joined in their deliberations, to enter into a discussion of the original grounds of the war, or of the innocence of Fyzoola Cawn as to the origin of it, or his rights of inheritance, though my silence on these points is stated as an admission of them against myself. The use that is made of my letter to Colonel Champion, is an instance of that unfair mode of quotation, of which I have already had too frequent occasion to complain in the other articles of the Charge preferred against me. I shall therefore beg leave to trespass on the patience of this Honourable House, by inserting the letter at large, by which they will judge for themselves, whether it deserves to be treated as a mere “opposition of certain speculative objects of imagined expediency to arguments of policy and justice.”

To Colonel Champion, &c.

“ Dear Sir,

“ I am now to reply to your letter dated the 28th of May. The following are my sentiments on the propositions which have been made to you by Abdu-

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reen Khan on the part of Fyzoola Khan: The first is not to be listened to; it would be a direct violation of our treaty with the Vizier.

“ The second must depend solely upon the Vizier; and if it is not agreeable to him, we could neither compel nor insist to his acceding to it.

“ The third is exactly the same with the second, with the difference only of offering money to the Company for influencing the Vizier; for which reason I would of the two prefer the second to the third, because such an agreement must become public, and a conduct of this kind would breed perpetual distrust in the Vizier against every future advice we should give him.

These are my particular objections to the several propositions; but I have one general objection to the whole of them, which is, that they are diametrically opposite to the principle on which the Rohilla expedition was on our part undertaken, which was not merely on account of the pecuniary acquisition of forty lacks of rupees to the Company; for although this might be an accessory argument, it was by no means the chief object of the undertaking.

“ We engaged to assist the Vizier in reducing the Rohilla country under his dominion, that the boundary of his possessions might be compleated, by the Ganges forming a barrier to cover them from the attacks and insults to which they were exposed by his enemies, either possessing or having access to the Rohilla country; this our alliance with him, and the necessity of maintaining this alliance, so long as he and his successors shall deserve our protection, rendered advantageous to the Company's interest, because the security of his possessions from invasions in that quarter is in fact the security of ours. But if the Rohilla country is delivered to Fyzoola Khan, the advantages proposed from this measure will be totally defeated; the same objections from the Vizier will take place against him as against Hafez Rhamut; he will be actuated by the same principles of self-defence, and the same impressions of fear, to seek the protection of
other

other powers against the Vizier, and of course will create the same jealousies and suspicions in the mind of the Vizier, with the additional and strong incentive to a mutual animosity, of an enormous debt, which probably Fyzoola Khan will find no other means to get clear of, but by engaging in hostilities against the Vizier.

" I cannot subscribe to your opinion of the Vizier being unable to maintain possession of the conquered country; it is at least certain that there is a much greater probability of his maintaining possession of it, supported by the resources of his hereditary dominions, and the credit of the English protection, even without our actual intervention, than that Fyzoola Khan should maintain the possession of it; a man of no repute, without natural power or interest, and unprovided with every means of self-defence. The Board undertook the Rohilla expedition on a firm conviction, both that the Vizier would be able to maintain his conquest of it, and that it would make his other dominions more defensible for the reason before assigned; and with respect to myself, I declare, that if I had not been morally certain of the justness of this reasoning, I would not have consented to have entered upon the enterprize at all.

" Upon the whole, my opinion is, that instead of soliciting the Vizier to relinquish his conquest to Fyzoola Khan, every argument should be used to dissuade him from such an intention, and it is my desire that you will discourage it as much as is in your power. I make no doubt but, from the explanation I have given, you will be convinced both of the propriety of adhering to the principles now laid down, and the necessity of acting with consistency. Excuse me for adding, that if we suffer our attention to be drawn off from our grand and principal design by every adventitious allurements that may present itself, our conduct must prove desultory, and we can adhere to no regular plan, nor propose any certain end to our pursuits.

" You mention the necessity the Vizier will be under of constantly having a brigade of our troops with him,

him, as an argument against his retaining the Rohilla country, which you have repeated in several of your letters, but I should be sorry to regard this circumstance in that light: It has always been my wish, it was a principal reason assigned by the Board to the Court of Directors for our joint undertaking with the Vizier, that a third part of our army should be constantly employed in his country; because it would keep them from losing discipline and vigour by inaction, would prove an encouragement to the officers and soldiers, would save the Company a very considerable expence, and perpetuate the dependence of the Vizier upon our alliance. This circumstance therefore cannot operate as an objection, since it is a principal advantage proposed by the administration to result from the measures they have adopted.

“ If it would have had any weight against the extension of the Vizier’s territory, it would have prevented the undertaking entirely, and precluded you from the present command, and the honour you have acquired in it. I cannot suppose that you mean the reasoning which you have at present adopted on this subject, as a reproach to the Board for having formed a design which, by your argument, must defeat itself, even with all the success that could attend it: but it is astonishing that this consideration should have escaped you, since, by the frequent reiteration of this argument, you have undoubtedly been casting the severest reflections on the measures of Government, which, right or wrong, we must now maintain, and which I still think founded on the soundest policy, and I trust that the event will prove them so.

“ The Seiks are at too great a distance, and too much engaged in their own affairs, to give any material or lasting opposition to the Vizier; nor are the Marattas likely to get freed from their own internal divisions, or the effects of them, soon enough to renew their pretensions in the next season. But even although the reason for expecting a junction of the Seiks and Marattas with Fyzoola Khan were well founded, neither this alarm on the one hand, nor the
temptation

temptation of the eighty lacks on the other, ought to have a moment's influence with us to deviate from the line prescribed for the undertaking.

“ With respect to Fyzoola Khan, he appeared not to merit our consideration. The petty sovereign of a country, estimated at six or eight lacks, ought not for a moment to prove an impediment to any of our measures, or to affect the consistency of our conduct. I own it was my original wish, that the King, or Nudjiff Cawn on his part, should have been included in the participation which has actually taken place of the Rohilla dominions, as it would quicken the issue of the war, obviate one source of competition, and still keep up the connection of interest between us and the King, and between the King and his Vizier. But my next wish was, and is, that the King and Vizier might be induced to accede to a new participation, by an exchange of the doab, to be given to the King in lieu of the territory of Zabita Cawn.

“ If my memory does not deceive me, this plan was recommended by me to the Vizier in person, when the Rohilla expedition was first concerted at Benares, and I own I wish it to take place; this you will observe is but a consequence of the original principle of completing the boundary of the Vizier's dominions.”

I shall not take up more of the time of the Honourable House on this letter than to observe, that an accommodation of a different kind from that which was urged by Colonel Champion, did soon after take place, and that the Vizier's dominions ever since have continued in a state of uninterrupted peace, except from its internal disturbances; which I adduce as a proof both that the Rohilla war did completely fulfil my prediction of its effects, and that I was as well grounded in my perseverance in rejecting the proposal of placing it again under the charge of that dangerous tribe, which we had so happily expelled from it. Yet are we indebted entirely to the pacific disposition of Fyzoola Cawn, his infirm habit of body, and his laudable

able pursuits of husbandry, to which he has entirely devoted himself, for the quiet which the Nabob of Oude has enjoyed on a quarter so vulnerable; for small as that territory is, the chief of it may at all times invade the dominion of the Nabob of Oude, with an effect proportioned to the force with which it is attempted, and with an assurance of impunity in the last resort, from the unknown woods and mountains which lie behind it. The time may yet come, and that not far distant, which shall verify this description of the relative situation of the two countries.

9th. This position affirms, that in the violent and arbitrary position ascribed to the quotation made as above from my letter, " I did avow it to be a public principle of my government, that no *right, however manifest, and no innocence, however unimpeached,* could entitle the weak to our protection against others, or save them from our own active endeavours for their oppression and even extirpation, should they interfere with our notions of political expediency." I dare not trust myself to comment on this extraordinary assertion, but appeal to the candour and justice of this Honourable House to determine, whether any words used by me in that letter on which it is professedly grounded, or whether, in all the compositions I have ever written, and which are before the Honourable House, I have ever been guilty of a sentiment so profligate as my accuser has herein imputed to me, without ever deigning to specify the words which he has stamped with so wicked a construction.

10th. This position affirms, that I wrote a private letter to the Commander in Chief, dated the 16th of September, " without the consent or knowledge of my colleagues," contradictory of a letter written eight days before by them, &c. Were this assertion true, yet, as my letters to Colonel Cumpion had no force of authority, I was guilty of no crime in writing them, though they were not written without the consent or knowledge of my colleagues; but the fact is, that I did write the letter, which my prosecutor has noticed

noticed as defective in this supposed formality, with the knowledge of my colleagues. The very next letter following it in the Appendix of the 5th Report of the Secret Committee, No. 27, is a letter from the Select Committee (my colleagues) dated the next day after mine, and beginning with these words: "The President has laid before us your letter to him, under date the 26th of August, with the reply which he immediately dispatched to it, and which perfectly agrees with our sentiments." This reply was my letter in question.

Neither was my letter contradictory of that of the Select Committee, dated the 8th of the same month; for both expressed a hope of accommodation, but mine urged a vigorous prosecution of the war, as the means of effecting it.

11th. I cannot understand this; perhaps the following reply may meet the sense of it:—The Nabob Vizier, by the original terms of our engagement, was to dictate the service to be performed, and we were to perform it. It is strictly consistent with the real, not "ideal, obligations of dignity and honour," to dictate the conditions of peace to an enemy, rather than to receive them. I thank God, I have never degraded my country's dignity and honour by adopting any other rule. As to "the substantial claims of justice," I know not what is meant by them; but surely all claims of justice are abrogated by a state of actual war.

12th. This is mere declamation; but as it ascribes to me, without specific grounds, "an ultimate adherence to principles of violence and injustice, disgraceful to the character, and injurious to the interests of the nation," I have a right to affirm it, as I know it to be utterly false.

From the preceding specimen, this Honourable House will judge of the unwarrantable licence which my accuser has assumed in his reflections upon my conduct; and of the intolerable length to which it would lead me, were I to follow it in the same accurate

rate manner through all the remaining positions of the Charge, seventy-nine in number, of which I have only answered twelve, which are the number in the first division. I shall now proceed to offer a connected narrative of all my proceedings, or, to speak more properly, the proceedings of the Governor-General and Council (for I had no exclusive share in them) with the Nabob Fyzoola Cawn, from the conclusion of the treaty with him at Loll Dong, on the 6th of October 1774, to the close of my administration.

From the month of October 1774, to the latter end of February 1778, we had no reference made to us relative to Fyzoola Cawn; but on the 25th of February, 1778, we received a letter from Mr. Middleton, in which he informed us, that reports had prevailed at Lucknow, that Fyzoola Cawn retained in his service a greater body of troops than were specified in the treaty of 1774, and that he had given protection and encouragement to Zabitta Cawn's defeated army. Mr. Middleton in the same letter told us, that he did not pay much attention to these reports; but added, that the Nabob's oppressive and unjust conduct, in various instances, might induce Fyzoola Cawn to form connections, and to engage in schemes, incompatible with his duty and allegiance to the Vizier. Mr. Middleton also informed us, that Fyzoola Cawn was very desirous to obtain the guarantee of the Company to the treaty which he had concluded with the late Vizier. Upon this subject I had had repeated applications from him: but the guarantee appeared to me unnecessary, except as it would afford great satisfaction to Fyzoola Cawn; for our government must have interfered, if the Nabob Vizier had attempted to encroach upon the rights which Fyzoola Cawn enjoyed under his treaty with the Vizier.

Mr. Middleton deputed Mr. D. Barwell to Rampore, the residence of Fyzoola Cawn. Mr. Barwell transmitted to Mr. Middleton a very particular account of Fyzoola Cawn's conduct, which appeared to have been in no instance contrary to his engagements; and in the month of April, his treaty with the Nabob
Vizier

Vizier was guaranteed by the Company, agreeably to his earnest and reiterated requests: By whose suggestions doubts were instilled into the mind of Fyzoolla Cawn, as to the validity of the treaty which Colonel Champion had witnessed, I know not; but I am equally at a loss to discover in what part of the transaction which I have just detailed I am culpable.

On the 5th of December, 1778, Mr. Middleton informed us, that Fyzoolla Cawn, had offered a body of two thousand horse to be employed in our service. Of this number, not more than five hundred were at any time furnished by Fyzoolla Cawn, and those were employed to guard Rohilcund from an invasion, which in the first instance would have affected Fyzoolla Cawn, as his country lay the most exposed to the ravages of an enemy. For this voluntary offer, Fyzoolla Cawn deserved and received my thanks. He was under no engagement to furnish us with a single man, nor did I ever demand a man from him—Why then does my accuser confound this with the subsequent demand which was made upon him by the Nabob Vizier, at the recommendation of the Governor-General and Council? It is true, the Board accepted Fyzoolla Cawn's offer; but it is equally true, that Fyzoolla Cawn never did fulfil it, nor ever sent more than the five hundred horse which have been mentioned.

Until the 27th of September, 1780, no measures relative to Fyzoolla Cawn were proposed; and I desire this Honourable House will be so good as to consider, what our actual situation was at that period. We were engaged in a war with the Marattas—Hyder Ally Cawn had over-run the Carnatic—had defeated Colonel Bailie's detachment—and Sir Hector Munro had been obliged to retreat to Madras—a Maratta army lay contiguous to the southern frontier at Bengal—and at the same instant of time we received intelligence, that a very considerable armament had been fitted out by France, which did in fact arrive upon the Coast of Coromandel in the month of January following. I proposed measures for the immediate relief of Madras.

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Troops

Troops and money were sent, and Sir Eyre Coote consented, on that momentous and important occasion, to take the command of the army at Madras. Before his departure, the board requested his sentiments as to the disposition of our forces for the defence of Bengal, and the dominions of our ally the Nabob Vizier; for on their security the existence of our empire in India depended. I beg leave to read Sir Eyre Coote's minute in consequence of this application to him.

" The very accurate and just description which the
 " Governor-General has given of the danger which at
 " present impends the interests of the British nation in
 " India, I am persuaded will have the same influence
 " upon the mind of every other member of the Board
 " as it had upon mine, and tend to produce that freedom of deliberation, concord, and unanimity in our
 " councils, so necessary for the public good. In full
 " confidence that no other view can exist amongst us,
 " I with the greater chearfulness undertake that part
 " of the service which falls to the lot of the station I
 " fill; and, relying on the support of the Board therein,
 " most readily repose my military character and
 " credit in their hands.

" In conformity to the request made at the close of
 " the Governor-General's minute, I now deliver in a
 " state of our force on this establishment, and of the
 " disposition proposed to be made of it for the protection of these provinces, and the relief of Madras."

Sir Eyre Coote, in this minute, recommended to us to apply to Chye Sing for the service of a body of horse to cover the province of Bahar, and that Rohilcund should be defended by a battalion of Sepoys, a thousand of the Vizier's infantry, and as many of Fyzoola Cawn's troops as could be procured. The Board unanimously adopted Sir Eyre Coote's sentiments. The other members were, Mr. Francis, Mr. Wheler, and myself. In the following month (October) Sir Eyre Coote embarked for Madras, with a large supply of treasure, and a strong detachment of Europeans. On the 28th of October, 1780, the Board

received

received a letter from General Stibbert, enclosing the following letter from Major Briscoe to Sir Eyre Coote, which in his absence General Stibbert had opened.

From Major Briscoe to Sir Eyre Coote.

Daranagur, the 1st of October, 1780.

“ On my being appointed to, and taking, the command of Daranagur, I was not honoured with any instructions from you respecting the Nabob Fyzoolla Cawn’s troops: I have only 500 of his horse, and the Nabob, in his agreement with Government, is obliged to keep up 5000 troops for assisting in the defence of Rohilcund. A few months ago three battalions were stationed here with Colonel Muir, besides a body of the Nabob Fyzoolla Cawn’s cavalry; and they were well employed, and had enough to do in protecting the country from invasion. The command is greatly reduced, one battalion taken away, and Fyzoolla Cawn has not afforded more than 500 men since I have been here, which is a great deal too small a force from him, as I acquainted you, in my former letters, two battalions was too small a command to defend Rohilcund from invasion.”

With this letter General Stibbert wrote to the Board, on the 28th October 1780, as follows:

“ I presume, that on a perusal of the Major’s letter, the necessity of pressing both the Vizier and Fyzoolla Cawn to contribute effectually to the relief of the Rohilcund will not fail to appear to the Board.”

The Letters from Major Briscoe and General Stibbert were taken into consideration on the 2d of November, the Members present being Mr. Francis, Mr. Wheler, and myself; and it was agreed, without any debate or dissent, as a matter of course, “ that the Governor-General be requested to write to the Nabob Vizier, recommending to him to require

“ from Fyzoolla Cawn the quota of troops stipulated
 “ by treaty to be furnished by the latter for his ser-
 “ vice, being 5,000 horse, to be put under the im-
 “ mediate command of Lieutenant Colonel Muir at
 “ Futtigur.”

In consequence of this unanimous resolution of the Board, I wrote to the Nabob Vizier, who applied to Fyzoolla Cawn, and transmitted to me the answer which he received to this application. The answer is certainly evasive and unsatisfactory. Fyzoolla Cawn stated that 1000 of his horse were with Major Briscoe, although in fact he never had more than 500. With respect to the treaty itself, I do freely confess that, in common with the other Members of the Board, I conceived Fyzoolla Cawn was obliged by treaty to furnish 5000 horse in time of war, instead of “ 2 or 3000 men, according to his ability;” which are the words of the treaty.

I must observe, that the treaty was so loosely worded as to be open to cavil and dispute, and every part of it liable to misconstructions: But in justice to the other gentlemen who composed the Council, as well as to myself, I desire to observe, that we had at that time a variety of most pressing and important business before us; nor can I now conceive, how we could commit so palpable an error, unless, in the hurry of business, with Major Briscoe's letter lying before us, which stated that the Nabob Fyzoolla Cawn is obliged to keep up 5000 troops, we adopted his assertion as a fact, without consideration or debate, and immediately acted upon it. A Member of this Honourable House, Mr. Francis, was at that time one of my colleagues—I would desire to call upon him to state what he can recollect upon this part of the Charge.

Upon the receipt of the Nabob Vizier's letter on the 15th of February 1781, I proposed, “ That a
 “ deputation to Fyzoolla Cawn should be immediately
 “ recommended to be sent by the Nabob Vizier, ac-
 “ companied by an agent from Mr. Middleton in
 “ behalf of our Government, as guarantees, and that
 “ in presence of proper witnesses they should demand

“ immediate delivery of 3000 cavalry; and if he
 “ should evade, or refuse compliance, that the depu-
 “ ties should deliver a formal protest against him for
 “ breach of treaty, and return, making their report
 “ to the Vizier, which Mr. Middleton was to trans-
 “ mit to the Board.”

In consequence of this resolution, Mr. Johnson was deputed to Fyzoolla Cawn; and on the 1st April 1781, he wrote to Mr. Middleton, stating various points in which Fyzoolla Cawn had broke his treaty with the Vizier: That particularly, as he was precluded by treaty from keeping more than 5000 Rohillas in his districts, there were in Rampore alone not less than 20,000 Rohilla soldiers; and that the excess of Fyzoolla Cawn's revenue beyond what he was allowed by treaty, lay in a fraudulent valuation at the time of the grant, and did not proceed from the improvements in his collections: In a second letter from Rampore, Mr. Johnson informed Mr. Middleton that Fyzoolla Cawn had given a flat refusal to the demand of 3000 cavalry; and he therefore, in compliance with the orders of the Board, drew up and delivered to Fyzoolla Cawn a formal protest, which was witnessed by Major Balfour.

Fyzoolla Cawn said, the treaty specified no definite number of cavalry or infantry, only expressing troops; that he would furnish 2000 horse and 1000 foot, and one year's pay in advance.—Mr. Johnson's Letters were transmitted to us, accompanied by a letter from the Nabob Vizier, urging us to consent to the resumption of Fyzoolla Cawn's jagheer, and that he should receive the amount of it in money, after deducting the expence of the troops he was engaged to furnish.

On these letters the Board came to no determination. I myself moved, on the day they were read, in June, 1781, “ That a final resolution on the subject
 “ of the above letter, and the papers accompanying
 “ it, be suspended to another occasion;” and it was agreed to.

On

On the 19th of September, 1781, I concluded an agreement with the Nabob Vizier at Chunar. At this time, the rebellion of Benares was scarcely quelled, its consequences uncertain, and the province unsettled. Violent commotions, excited by this example, still prevailed in many parts of the Vizier's dominions. A sincere and cordial union between his government and ours, and even the most public indication of it, were necessary to the peace and prosperity, and, as I believed, to the existence of both: I was, therefore, more than ordinarily solicitous, both to contribute to his means of power and wealth, and to confirm his confidence in my attachment; nor was I without a feeling of gratitude, for the recent proofs which he had given me of his attachment to me and to my government, in the precipitate manner in which he had flown to offer me, and to afford me, if wanted, his assistance. I was determined to gratify him in every point which could be with propriety and with consistency granted. Here, too, I must add, that I still retained the impression of Fyzoolla Cawn's refusal to furnish the military aid stipulated by his treaty, and I maintain, that I was warranted in considering it an evasion, if not a breach of his treaty; since, though our demand had exceeded the letter of the treaty, we had an undoubted claim (I mean the Vizier under our guarantee, for in this instance we were One) to some assistance, and he had eluded it altogether. Besides this, I had for some time past received various and repeated informations of treacherous intrigues, and other acts imputed to him; to which, though I refused that degree of credit which might have impelled me to any decided act against him, yet I certainly yielded so far to the belief, as to seek to guard myself by every possible means of caution and preparation against what might eventually happen. When therefore the Nabob presented to me the paper of requisitions, which, by my assent to them afterwards, formed what has been styled the Engagements of Chunar, the demand to be allowed to resume the jagheer of Fyzoolla Cawn being one of them,

them, I assented to it, as I did to the rest; but in such a manner as to reserve the rights of further examination, and of indefinite suspension, until the grounds of proceeding to the extremity portended in the clause were sufficiently ascertained. In this nicety of discrimination, I desired the Nabob to insert the words, "when time shall suit," into the requisition, which was absolute in the first draft of it; and with that qualification of it I assented to it. That this was my intention, is demonstrated by the declaration made of it to the Board, in the annexed observations on the engagement, when I transmitted to them immediately after the full Report of my transactions with the Nabob Vizier, which terminated with it. My words will better demonstrate this than any reasoning upon them.

After stating the specific instances of suspected fidelity, which had appeared in the behaviour of Fyzoolla Cawn, I concluded my observation with the following sentence: "But I am of opinion, that neither the Vizier's nor the Company's interests would be promoted by depriving Fyzoolla Cawn of his independency; and I have therefore reserved the execution of this agreement to an indefinite term, and our government may always interpose to prevent any ill effects from it."

Hence it is plain, that no wrong, no substantial wrong, was either done or intended Fyzoolla Cawn; and that if I can be supposed to have been actuated by any secret motive of enmity to him, I had effectually precluded myself from gratifying it, by a declaration so explicitly made, that it was contrary to the interests both of the Nabob and the Company (for such is the consequent sense of it) to deprive Fyzoolla Cawn of his independency.

Had my conduct in this instance been arraigned at the time, while the sense of recent provocation, the gathered alarms around me, and the consciousness of internal rectitude, had possession of my mind, I would have justified the act against the judgment of all mankind, if that had condemned it. In the calmer reflection on events, which have lost by time their hold

hold on the passions (though few, I hope, have been the instances in which mine have prevailed over my judgment) and to which subsequent events have given a different colour, I am not ashamed to acknowledge, that the act itself was formally wrong, and yet more than formally, as it might become a precedent for worse purposes.—If this Honourable House shall judge that I deserve its censure for an error thus avowed, I shall respectfully submit to it.

After the Vizier had returned to Lucknow, in the course of the year 1782, I received repeated complaints from the Nabob, and from the Resident, against Fyzoolla Cawn; but I resisted every application that was made to me for depriving him of his jagheer; and when I appointed Mr. Bristow to the residency of Oude, I gave him explicit instructions on the subject of Fyzoolla Cawn, which will prove, beyond a world of argument, how careful I was to avoid a rupture with him. I desire to enter them entire, and to contrast them with the garbled quotation of them in the charge.

“ Mr. Middleton has written to the Board, that
 “ Fyzoolla Cawn has been making preparations for
 “ entering on open hostilities with the Nabob Vizier,
 “ and combining other persons against him. I sus-
 “ pect the information; but prudence requires to be
 “ prepared against the possibility of such an event.
 “ It is possible, that the Vizier’s apparent weakness
 “ may have excited Fyzoolla Cawn to form such a
 “ design: It is more probable, that he has been
 “ driven to it by the public declarations and menaces
 “ both of the resident and the minister. I have writ-
 “ ten a letter to him, such as I think best calculated
 “ to divert him from any such undertaking, by as-
 “ surances of the favourable disposition of this go-
 “ vernment towards him, while he shall not have
 “ forfeited it by any improper conduct; and by stat-
 “ ing to him the fatal consequences which must attend
 “ his defection. That letter you will, perhaps, re-
 “ ceive earlier than I shall be able to put you in pos-
 “ session of these instructions. I shall only add upon
 “ this

“ this head, that you must be guided by your own
 “ discretion in whatsoever relates to it; but be care-
 “ ful to prevent the Nabob’s affairs from being in-
 “ volved with new difficulties, while he has already
 “ so many to oppress him.”

My accuser states, That “ in my instructions to
 “ Mr. Bristow, I did leave him to be guided by his
 “ own discretion;” but (I add) “ be careful to pre-
 “ vent the *Vizier’s affairs from being involved in new*
 “ *difficulties, whilst he has already so many to oppress*
 “ *him;*” thereby plainly hinting at some more deci-
 sive measures, whenever the Vizier should be less op-
 pressed with difficulties.

How my accuser can infer, from the words of a pro-
 hibition, my concealed intention of authorizing the
 thing which I had prohibited, or what right he has to
 be the interpreter of my thoughts, much less to press
 them to bear evidence against me, I know not. I
 refer to the extract which I have given of my instruc-
 tions, for the full interpretation of my real intention;
 and, as I trust, for a full refutation of so groundless
 a charge.

Mr. Bristow, in consequence of my instructions,
 advised the Nabob Vizier to concert and form a new
 and permanent agreement with the Nabob Fyzoolla
 Cawn, which might obviate all future signs of jea-
 lousy and distrust; and on the 30th December 1782,
 Mr. Bristow informed the Board, that he had deputed
 Major Palmer to Fyzoolla Cawn with instructions for
 conducting, on the part of the Nabob Vizier, a for-
 mal arrangement with Fyzoolla Cawn. In the same
 letter Mr. Bristow states, “ That Fyzoolla Cawn had
 “ not instructed his Vakeel to agree to grant any pe-
 “ cuniary aid to the Vizier, and that he wished to
 “ evade granting military aid to the Vizier at any
 “ distance from his own country.” Mr. Bristow adds,
 That, “ Fyzoolla Cawn has derived security, honour,
 “ and advantage from his connection with the Vizier’s
 “ Government, and thinks he would hardly attempt
 “ to create disturbances, as he could not be benefited
 “ by a change.”—But he adds, That, “ Jealousies

“are likely to subsist, while Fyzoolla Cawn may
 “possess the means of bringing 20,000 men into the
 “field.”

I beg leave to continue the narrative, in inserting Major Palmer's letters, containing an account of the commencement and conclusion of his negotiation. These will, I am confident, convey to this Honourable House a very different idea of my conduct respecting Fyzoolla Cawn, than that with which the partial quotations from these letters, which my accuser has inserted in the Charge, are calculated to impress them.

Copy of a letter from Major William Palmer to Mr. John Bristow, resident at the Vizier's court, dated the 24th January 1783.

“Since my last, advising you of my arrival at this place, I have had daily conferences with the eldest son of the Nabob Fyzoolla Cawn, in which every point of misunderstanding and complaint between the Vizier and Fyzoolla Cawn have been fully discussed, and the sentiments of the board and the Vizier relating thereto, and their desire of removing them, and of fixing the sovereignty of the Vizier, and the dependance of Fyzoolla Cawn, upon an unequivocal and permanent footing, clearly explained.

“Fyzoolla Cawn persists in denying the infringement on his part of any one article in the treaty, or the neglect of any obligation which it imposes upon him. He does not admit of the improvements reported to be made in his jagheer; and even asserts that the collections this year will fall short of the original jumma, by reason of a long drought. He denies having exceeded the limited number of Rohillas in his service, and having refused the required aid of cavalry made by Mr. Johnson to act with General Goddard. He observes, respecting the Charge of ^{waving} wading the Vizier's requisition for the cavalry lately stationed at Daranagur

gur to be stationed at Lucknow, that he is not bound by treaty to maintain a stationary force for the service of the Vizier, but to supply an aid of 2 or 3,000 troops in time of war. Lastly, he asserts, that so far from encouraging the Riots of the Vizier to settle in his jagheer, it has been his constant practice to deliver them up to the aumil of Rohilcund whenever he could discover them.

“ It is very difficult, if not impracticable, in my situation, to obtain such information as might enable me to assign the degree of credit to which these denials and assertions of Fyzoolla Cawn are entitled. From general appearances, as well as universal report, it cannot be doubted that the jumma of his jagheer is greatly increased beyond the original grant. The number of Rohillas, in Rampoor alone, certainly exceeds that limited by the treaty for his service. It is not clearly expressed whether the restriction included Rohillas of all descriptions; but such was apparently the meaning of the late Vizier in the first treaty, since he required Fyzoolla Cawn to send all above that number beyond the Ganges; and it is sufficiently known, that every Rohilla in this jagheer, however occupied in ordinary, would appear in arms for the defence of Fyzoolla Cawn, by whomsoever he might be attacked. But it does not appear that their numbers are formidable, or that he could by any means subsist such numbers as could cause any serious alarm to the Vizier; neither is there any appearance of their entertaining any views beyond the quiet possession of the advantages which they at present enjoy.

“ With respect to the increase of jumma, although it has been solemnly relinquished by the Vizier, yet, the concession having been gratuitous, so great a favour should certainly operate upon Fyzoolla Cawn in a new and durable accommodation, proposed as much for his security as for the interest of the Vizier.

“ Fyzoolla Cawn seems to be fully sensible that an engagement to furnish military aid, however clearly the conditions might be stated, must be a source of perpetual misunderstanding and inconveniences, and

he is very desirous of the remission of that stipulation for a compensation in money. But he and I differ widely in our idea of the equivalent to which the Vizier would be entitled for it. He offers only five lacks of rupees altogether; and I have given him my opinion, that the Vizier may reasonably demand that sum annually: but objections, or rather a refusal, so strong, was made to any continual payments, that I am convinced he would risk any extremity rather than yield to it. I was, however, desired to name a sum to be paid at once, in lieu of an annual demand; I mentioned twenty lacks of rupees, as the least sum which I thought the Vizier entitled to, or that he would accept, for the proposed concession. I have not yet been informed of Fyzoolla Cawn's resolution upon this proposition; but, if he rejects it, I shall have no further hopes of effecting such an accommodation as will be consistent with the interests and dignity of the Vizier, or the views of our government, and shall return immediately to Lucknow.

A true copy.

(Signed)

JOHN BRISTOW,

Resident at the Vizier's Court."

From Major Palmer to Mr. Hastings.

" Sir,

" I have at length come to a final agreement with Fyzoolla Cawn, for the remission of the military aid which he is bound to furnish the Vizier. This is the only proposition upon which he was willing to treat; and I am well pleased to have escaped the dangers of so important a negotiation as that of ceding the Vizier's sovereignty and property in this valuable jagheer. I am at a loss to conjecture what can be Fyzoolla Cawn's real motives for declining an acquisition
of

of such magnitude. The reason he has assigned to me I cannot credit—it is an inability to advance the peishcush. I demand only thirty lacks for this important cession, in which every other would have been included, and he has given fifteen for the single one above-mentioned. I look back with self-congratulation on my offer having been rejected. I should have incurred much censure and suspicion if he had accepted it, from those who do not know the real state of things, and the liberal principles upon which your board recommended the cession. There are no precedents, in the ancient usages of the country, for ascertaining the nuzzerana or peishcush of grants of this nature, they were bestowed by the prince as rewards or favours; and the accustomary presents in return were adapted to the dignity of the donor, rather than the value of the gift, to which it never, I believe, bore any kind of proportion. In my demand, I endeavoured to reconcile this practice with the object which the board had in view, of some indemnification to the Vizier; and when you know that the chief claim, upon which it was supposed the Vizier had a right to compensation, was not formed, I am persuaded that you will approve my conduct; I mean the advantages which it was alledged Fyzoolla Cawn had derived from the labours of the Vizier's ryats. I believe I have already informed you, that he has proved to me the error of this supposition, by producing receipts of various dates, and for great numbers of those people, surrendered upon requisition from the Vizier's officers. I trouble you with this vindication, lest it should be insinuated that I had an intention to sacrifice the Vizier's interest, but only wanted opportunity to carry it into execution; and besides, I think it as indispensable to you for my intentions as for my actions.

“ The sum which I have accepted for relinquishing the stipulated aid will, I think, be thought an ample equivalent for such precarious service. I think myself that I have made an excellent bargain for the Vizier;

zier; and, at the same time, I believe Fyzoolla Cawn is perfectly satisfied, since I have spent a month, in order to effect by argument and persuasion, what I could have obtained in an hour by threats and compulsions.

" The money is to be paid by the following installments: Five lacks in specie, to be delivered to me upon signing the release; five lacks at the commencement of the next Kuriof harvest; two lacks at the following rubby; and the remaining three lack at the Kuriof ensuing.

" The specie is Bareilly rupees of uncertain value, because fluctuating at Lucknow, at this time 10 or 11 per cent. below the reccarys of that place. I could not obtain better, and I believe that no person, not known to possess your confidence and support in the degree that I am supposed to do, would have obtained nearly so good terms. Fyzoolla Cawn has invariably refused, at the Vizier's durbar, more than five lacks for this very condition.

" I expected to have set out on my return this day; but the shroffing the money, and providing carriage for it, proves very tedious.

" I have taken from Fyzoolla Cawn an engagement to afford no asylum to the Vizier's ryats.

" I cannot conclude this letter, without once more recommending to your notice the indefatigable attention, the extraordinary abilities, and incorruptible integrity, of Jehfusal Hussein Cawn. He is to you an invaluable servant, and I sincerely wish he was employed where he might perform more essential service.

Rampoor,
17th Febr. 1783.

I am, with respect, &c.
(Signed) W. PALMER."

By the agreement thus concluded by Major Palmer, on the behalf of the Nabob Vizier, every possibility of future doubt or difficulty is removed; and surely it was of the utmost importance to Fyzoolla Cawn, that an article of a treaty so liable to misconstruction as that was,

was, which bound him to furnish the Vizier with two or three thousand men, should be effectually explained. It was therefore a prudent and economical agreement, on the part of Fyzoolla Cawn, to free himself entirely from every obligation to afford military aid in future, by the payment of a present fine, and that so moderate as fifteen lacks of rupees.

I acquit Fyzoolla Cawn of having entertained hostile designs against the Vizier; yet, notwithstanding his positive denial of the fact, I did, and do still, think the Nabob Vizier justified by one instance of his behaviour, in exacting from him some consideration for the improved state of his country and revenue, derived as a consequence from the protection of the treaty subsisting with him. This arose chiefly from the encouragement given by Fyzoolla Cawn to desertions of the Nabob's tenants, who were known to have resorted to him in great numbers, which is a breach of one of the most antient and fundamental laws of all Indostan. In the present instance, it was aggravated by the acknowledged relation in which Fyzoolla Cawn stood to the Nabob Vizier, as his titular vassal. While this afforded a plea for a demand which was strictly conformable to the usages of Indostan, and no way contrary to treaty, I was induced to encourage the demand on the same ground, because I knew that Fyzoolla Cawn was well able to answer it; and so in effect it proved.

I am also clearly of opinion, that Fyzoolla Cawn deviated in other instances, not only from the spirit, but even from the letter of his treaty. Major Palmer, in the letter which I have read, informs Mr. Bristow that Fyzoolla Cawn denies his infringement of any one article of his treaty; but Major Palmer asserts, " That the number of Rohillas, in Lampoor " alone, certainly exceeds that limited by treaty for " his service;" and he further says, " That from " general appearances, as well as universal report, it " cannot be doubted that the jumma (income) of his " jagheer is greatly increased beyond the original " grant;"

“grant;” and it has been positively asserted, that he obtained his jagheer originally upon a false valuation. It is also an undoubted fact, that frequent disturbances were raised in the Vizier’s country by the Rohillas; and in particular, that Hoormut Cawn, one of the sons of Haffez Rahmut, who had by indulgence been allowed to remain in Rohilcund, and who was actually under the protection of Fyzoolla Cawn at the time, raised a party of 800 or 1000 armed Rohillas, before the smallest intelligence was received of his design, and with this force, which was hourly increasing, committed depredations in the Vizier’s territories in Rohilcund for several days before any effectual check could be given to him.

I LOOK back to the length of this Defence, and to so long an intrusion on the time of this Honourable House, with a regret aggravated by reflexion, that after all I may have been employed in a waste of argument; for though the production to which I have replied is entitled “an Article of Charge of High Crimes and Misdemeanors;” though it consists of so long, laboured, and methodical an arrangement, and I have studied it with all the accuracy of attention which I could give to it; yet am I still unable to draw from it any specific Charge. I know not whether it was intended to convey the Charge of Disobedience of Orders, of Oppression, of Corruption, of Embezzlement, of prohibited or unjust War, or of Breach of Treaty, for none of these crimes are specified; and the two last of these only seem to be implicated in it, and the first so remotely, that I scarce think myself warranted in supposing it. To these, however, I have directed my Defence, and with them, in the only mode in which I could defend myself against all possible and unknown imputations, by a plain narrative of all the transactions in which I have had any participation with Fyzoolla Cawn, and which could serve either as the ground of accusation or the refutation of it.

With

*With respect to the mode in which this Charge is drawn, I mean in the subdivisions of it, I must throw myself upon the generosity as well as justice of this Honourable House, in full confidence they will acquit me of the imputations with which these abound, on the credit of my refutation of those which stand in the first division or chapter, and to which alone I have applied a minute and appropriate reply.

That, in an intercourse of many years, I have committed errors, I will not deny: I have acknowledged it—And what mortal being is exempt from the commission of error? But that I have ever committed intentional wrong, I can truly and solemnly deny; and I appeal to the judgment of this Honourable House for my complete acquittal of such a charge, if such a charge does exist against me; for still I must repeat that I have sought in vain to find it.

To sum up the whole: Let the Charge with my Defence, be taken together, and they will shew, that I was vigilant in my attention to Fyzoolla Cawn, a chief who, from his situation, might prove dangerous to the interests of the Company, and the ally of the Company;—that I protected him against any eventual design of his Superior, in virtue of the Company's guarantee;—that I drew from the connexion a pecuniary aid to the Company, at a time when their wants most pressingly required it, and without any moral objection made to it by the only person who had a right to object to it;—that I never sent a man in arms, nor suffered one to be sent against Fyzoolla Cawn, since our guarantee of the treaty;—and I will add, with a reference to the records before this Honourable House, and to the evidence of undoubted notoriety, that though the treaty with Fyzoolla Cawn has now subsisted above eleven years, his country has enjoyed, through its protection, a state of undisturbed peace and improved cultivation; and is at this time in a more flourishing state, both in population and re-

O O

venue,

venue, than it was known to possess before the conclusion of his treaty with the Nabob Sujah Dowla.

Let it be remembered, that in all this time, I held the first place in the administration of the government of Bengal, on which the subsistence of that treaty depended; and from the effects which I have detailed, let the integrity of my conduct be inferred, and its influence allowed in their production.

E. R. W.

F I N I S.